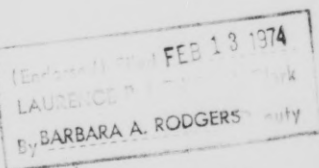


AGREEMENT NO. 23-231



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
Florence M. Hayes & Daniel C. Hayes
Rt. 3, Box 604
Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #41 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiches

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Lawrence M. Hayes
Daniel E. Hayes

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Paul H. Paulsen

STATE OF CALIFORNIA,

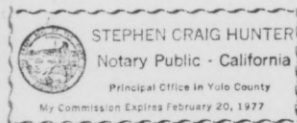
County of Yolo

On this 12th day of June in the year one thousand nine hundred and 73 before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared

FLORENCE M. HAYES and DARREL E. HAYES

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that the executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.



Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

My Commission Expires.....

Notary Public, State of California.

GUARANTEE

68 29438

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67431-C

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Micro Fiched

DARREL HAYES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 11, 1973, at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By

R.H. Martin

President

By

John W. Perry

Secretary

[Signature]
Vice President

Addition to Preserve #41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67431-C

Effective Date: May 11, 1973, at 5:00p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of Title to the herein described property vests in:

Florence M. Hayes as to an undivided $\frac{1}{4}$ interest; Darrel E. Hayes, in Trust, said Trust created under the Will of Leland E. Hayes, deceased, as disclosed in the Decree of Distribution recorded in Book 1044 of Official Records, at page 11, as to the remaining undivided $\frac{1}{4}$ interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

That portion of the Northwest Quarter of Section 1, Township 11, North, Range 1 West lying South of the following described line:

BEGINNING at a point that is distant Southerly along said West line of said Northwest Quarter a distance of 1363 feet, more or less to the Northerly line of County Road No. 10-A the true point of beginning; thence Easterly along the North line of said road a distance of 2650.67 feet more or less, to the fractional quarter Section line.

EXCEPTING THEREFROM that portion conveyed to the State of California, by Deed dated May 27, 1966, recorded August 24, 1966, in Book 835 of Official Records, at page 253.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 19-292-24, Code Area 87-096.

NOTE: This guarantee is limited to the above described property.



AGREEMENT NO. 73-232

(Endorsed) Filed FEB 13, 1974

LAURENCE P. HELM, Clerk

LAND USE CONTRACT

By BARBARA A. RODGERS, Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
Darrel E. Hayes & Jessie Mae Hayes
RT. 3 Box 604
Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #41 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur D. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

David E. Hayer
Shirley Mae Hayer

COUNTY OF YOLO

the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

above appearing.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

By Bartholomew Rodgers
Jury

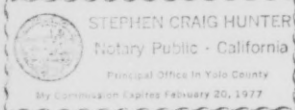
a Notary Public, State of California, duly commissioned and sworn, personally appeared

known to me to be the person S whose name s are subscribed to the within instrument and acknowledged to me that t he y executed the same.

in the _____ County of Yolo _____ the day and year in this
certificate first above written

Notary Public, State of California

My Commission Expires



Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 11904)

GUARANTEE

68 29437

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67431-B

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DARREL HAYES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 11, 1973, at 5:00p.m. , in the County of Yolo State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By

R.H. Martin

President

By

John H. Jennings

Secretary

[Signature]
Vice President

Addition to Preserve #41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67431-B

Effective Date: May 11, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1972, with respect to the name(s) of

Title to the herein described property vests in:

Darrel E. Hayes and Gessie Mae Hayes, husband and wife, as Community property.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The North one-half of the Southwest one-quarter (1/4) of Section One (1), Township Eleven (11) North, Range One (1) West, M. D. B. & M., containing eighty (80) acres more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessors Parcel No. 19-292-23, Code Area 87-096.

NOTE: This guarantee is limited to the above described property.

AGREEMENT NO. 73-~~144~~233

FEB 13 1974

Clock

LAND USE CONTRACT

By BARBARA A. RODGERS Deputy

THIS LAND USE CONTRACT, made and entered into this 19~~74~~
day of November, 19 73, by and between

Florence M. Hayes-Darrel C. Hayes
Rt. 3 Box 604
Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Where Riched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #64 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Filled

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Lorenza M. Hayer
Daniel E. Hayer

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiche

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balmer Rodgers
Notary

STATE OF CALIFORNIA,

County of Yolo

ss.

On this 19th day of June, 1973, in the year one thousand nine hundred and 73, before me, the undersigned

a Notary Public, State of California, duly commissioned and sworn, personally appeared

FLORENCE M. HAYES and DARREL E. HAYES

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that he executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Notary Public

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General
(C. C. Sec. 1190a)

My Commission Expires

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

71 2908

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67431-E

Liability \$ 30.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Micro Fiched

DARREL HAYES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 11, 1973, at 5:00 p.m., in the County of Yolo, State of California

Countersigned:

Clint J. [Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

J.W. [Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addendum to Reserve # 64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67431-E

Effective Date: May 11, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

Title to the herein described property vests in:

Florence M. Hayes as to an undivided $\frac{1}{2}$ interest; Darrel E. Hayes, in Trust, said Trust created under the Will of Leland E. Hayes, deceased, as disclosed in the Decree of Distribution recorded in Book 1044 of Official Records, at page 11, as to the remaining undivided $\frac{1}{2}$ interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

The North 4188.97 feet of the West one-half of Section 6, Township 12 North, Range 1 East, M.D. B. & M., containing 272.10 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 19-020-19, Code Area 62-003.

NOTE: This guarantee is limited to the above described property.

COLUSA CO RD

T. 12N, R. 1E
COLUSA CO. MDB&M

Micro Fished

YOLO CO

②

80 AC

③

81.4 AC

S. 89° 12' E 4004.55'

④

81.4 AC

N. 89° 12' W 4001.55'

⑤

81.4 AC

N. 89° 12' W 3998.5'

⑥

81 AC

⑦

81.4 AC

458' 1370.2' 2385' 151' 5.65'

⑬

304.28 AC ±

⑫

DIST.

S. 89° 11' E 3793.0' 5038.3'

⑧

530.48 AC

N. 89° 13' W 6738'

RECL

AGREEMENT NO. 73-234

FEB 13 1974

LAND USE CONTRACT

By BARBARA A. RODGERS

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between Aifred Soares

Velda I Soares, aka Velda Soares

1060 Walker Ave. Oakland, CA 94610

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #35 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 166. (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Alfred L. Jones
Velda Z. Jones
Velda Jones

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Burtinal Rodgers
DEPUTY

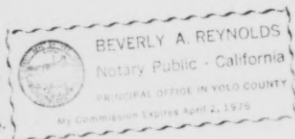
STATE OF CALIFORNIA,

County of Yolo

On this 13th day of June in the year one thousand nine hundred and seventy three before me, Beverly A. Reynolds, a Notary Public, State of California, duly commissioned and sworn, personally appeared Alfred Soares, Velda I. Soares aka Velda Soares

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.



Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

Beverly A. Reynolds
Notary Public, State of California.
My Commission Expires _____

PRELIMINARY REPORT
WESTERN TITLE GUARANTEE COMPANY
YOLO COUNTY DIVISION

affiliated with WESTERN TITLE INSURANCE COMPANY

MAIN OFFICE
2ND AND COURT STREETS
P.O. BOX 372
WOODLAND, CALIFORNIA 95695
862-2883

DAVIS OFFICE
2ND AND E STREETS
P.O. BOX 410
DAVIS, CALIFORNIA 95618
758-0322

MR. & Mrs. Alfred Soares
1060 Walker Ave.,
Oakland, Calif.

Your No.

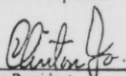
Our No. 67361

In response to the above referenced application for a policy of title insurance, WESTERN TITLE GUARANTEE COMPANY YOLO COUNTY DIVISION hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

Micro Fiched

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated at 8:00 a.m. on April 25, 1973


Vice President

The estate or interest in the land described herein and which is covered by this report is:

"A FEE"

Title to said estate or interest at the date hereof is vested in:

Alfred Soares, an undivided 1/4th interest; and Velda I. Soares, an undivided 1/4th interest; and Velda Soares, an undivided 1/2 interest.

Said land is situated in the City of

County of Yolo

State of California, and is described as follows:

All that portion of the hereinafter described property lying East of State highway 16.

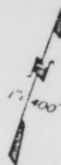
Beginning at an iron monument at the intersection of the Westerly line of Rancho Canada De Capay and the Southerly line of lot 2 of Gordons Subdivision of a part of the Rancho Canada De Capay as filed in Deed Book "M" at page 2, Yolo County Records, running thence along said Southerly line of lot 2, North 71° 25' East, 7590 feet to the Easterly line of said Rancho Canada De Capay; thence along said Easterly line, South 7° 41' West, 684.3 feet to a point; thence South 69° 53' West, 7344.2 feet to an iron on the Westerly side of said Rancho Canada De Capay; thence North 23° 42' West, 249.0 feet to an iron marking C. C. 3 of said Rancho; thence North 10° 47' West 567.0 feet to the point of beginning.

Addition to Previous # 35 "Exhibit A"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. 1973-74 taxes, including possible personal property taxes, now a lien, but not yet due or payable.
2. 1972-73 taxes.
Assessment Parcel No. 18-222-33, Code Area 63-041
Assessed valuation of land: \$6,000.00
Improvements: 2,600.00
1st Installment: 408.19 paid
2nd Installment: 408.19 paid
Micro Fiched
3. Right of way for a single line of poles and wires and rights incidental thereto, across the westerly portion of the herein described property, as conveyed by Mary Gordon, a widow, to Pacific Gas and Electric Company, a corporation, by deed dated April 6, 1928, recorded April 20, 1928, in Book 117 of Deeds, at page 8.
4. As to the undivided $\frac{1}{2}$ interest vested in Alfred Soares and Velda I. Soares:
Possible lien of State Inheritance and/or Federal Estate Taxes by reason of gift deed Executed by Vernon J. Mathwig Conservator of the Estate of Walter Mathwig, to Alfred Soares, an undivided $\frac{1}{4}$ interest and Velda I. Soares, an undivided $\frac{1}{4}$ interest, recorded December 27, 1966, in Book 844 of Official Records, at page 382.
5. Defects, if any, in the proceedings had in the Superior Court of Sonoma County, California, in the Matter of the Estate of Walter Edward Mathwig, also known as Walter E. Mathwig, also known as Walter Mathwig, also known as W. E. Mathwig, Deceased, leading up to the Judgment Settling First and Final Account and Report of Executor, Allowing Extraordinary Compensation, Pro-Rating Federal Estate Tax, and of Final Distribution Under Will of an undivided $\frac{1}{2}$ interest in the herein described property to Velda Soares, dated August 26, 1968, recorded September 16, 1968, in Book 891 of Official Records, at page 568.

18-22



Micro Fiches

(21)

C.C. 24

(3)

780 ± A

N. 68° 56' E.

(2)

43.33 ± A.

N. 68° 12' E.

(11)

417.78'

GOVT. GRANT LINE

(4)

250 A.

(1)

81.12 A

N. 66° 41' E.

CACHE CREEK

(222)

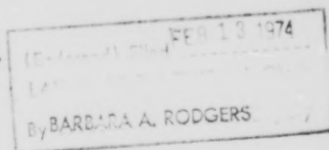
(23)

50

HIWAY

AGREEMENT NO. 23-235

LAND USE CONTRACT



THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
William G. Russell Jr. &
Charlotte Russell Hahn
25 E. Broad Oaks
Hawesley, Texas 77029
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiche

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #9 by the County by Resolution No. 23-149, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 161, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William O. Russell Jr.
Charlotte Russell Adam

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Filmed

LAURENCE P. HEENIGAN
LAURENCE P. HEENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA,

County of Yolo ss.
On this 15th day of June in the year one thousand nine
hundred and 73 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared

Charlotte Russell Ham

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

Notary Public, State of California

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

My Commission Expires

STATE OF CALIFORNIA,

County of Yolo ss.
On this 14th day of June in the year one thousand nine
hundred and 73 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally appeared

WILLIAM C. RUSSELL, JR.

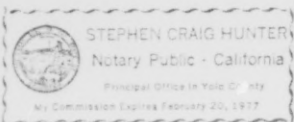
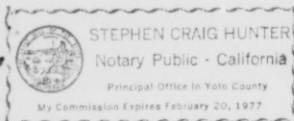
known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

Notary Public, State of California

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

My Commission Expires



GUARANTEE

71 2916

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67738

Liability \$130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

Micro Fiched

GUARANTEES

William O. Russell Jr., and Charlotte Russell Ham

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

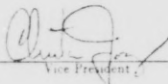
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

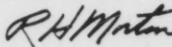
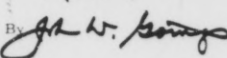
Dated as of May 30, 1973, at 5:00p.m.

, in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By  President
By  Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein please contact the Company for further information as to the availability and cost.

Addition to Proceed # 9 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No67738

Effective Date: May 30, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: William O. Russell Jr., by Deed dated December 5, 1946, which described said vestee as "a single man", and Charlotte Russell Ham, each an undivided $\frac{1}{2}$ interest.

Micro Fiche

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

That portion of Parcel 3, as said parcel is delineated and so designated on that certain map of the F. E. Russell Estate Lands, on file in the office of the Recorder of Yolo County, in Book 4 of Maps and Surveys, at page 77, being the West-erly 120 acres of said Parcel 3 and more particularly described as follows:
BEGINNING at a point on the center line of the right of way of the County High-way extending from Davis to Winters, said point being distant South 84 deg. 18' West 445.31 feet; thence South 88 deg. 00' West 174.00 feet; thence South 83 deg. 30' West 538.96 feet; thence North 89 deg. 52' West 1237.74 feet from the North-east corner of fractional Section 15, Township 8 North, Range 1 East, M. D. B. 6M. and running thence from said point of beginning and along the center line of said highway right of way North 89 deg. 52' West 1738.31 feet; thence North 46 deg. 24' West 569.64 feet to the intersection with the center line of a County road ex-tending Southeasterly; thence following the center line of said County road South 19 deg. 00' East 60.15 feet; thence South 2 deg. 50' West 290.23 feet; thence South 10 deg. 47' East 421.04 feet; thence South 64 deg. 47' East 337.64 feet; thence South 18 deg. 21' East 3138.67 feet to a cross in the center of the con-crete deck of the Stevenson Bridge at the Northerly end thereof; thence continuing South 18 deg. 21' East along the center of said road and bridge a distance of 148.00 feet to the center of Putah Creek; thence down and along the center of said Creek, South 89 deg. 24' East 323.36 feet; thence South 78 deg. 04' 30" East 296.98 feet; thence South 65 deg. 40' East 356.57 feet; thence South 67 deg. 51' 30" East 46.57 feet; thence leaving said Creek, North 9 deg. 29' 30" West 1420.28 feet to a point; thence North 0 deg. 29' 30" West and parallel to the East line of said Section 15, a distance of 2455.31 feet to a point of beginning, containing 120 acres, more or less, and being a part of Lot 1 of Waldemar's Subdivision of the Rancho Rio de Los Putos.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessor's Parcel No. 37-170-01, Code Area 61-014.

NOTE: This Guarantee is limited to the above described property.

POR. SEC. 14 & 23, FRAC. 15, T. 8 N., R. 1 E., M. D. B. & M.



AGREEMENT NO. 23-236

(Endorsed) FILED FEB 13 1974
LAW OFFICE OF BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
John Richard Morris
Box 143 Jamnara, Calif

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #44 by the County by
Resolution No. 23-174, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

John Richard Morris

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiche

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Baird A. Rodgers
DEPUTY

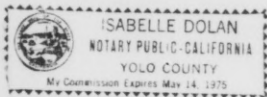
STATE OF CALIFORNIA,

County of Yolo } ss.
On this 19th day of June, 1973, in the year one thousand nine hundred and seventy-three

before me, Isabelle Dolan
a Notary Public in and for the _____ County of _____
Yolo State of California, residing therein,
duly commissioned and sworn, personally appeared John Richard Morris

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of Yolo the day and year in this certificate first above written.



Notary Public in and for the _____ County of _____ State of California
My Commission Expires May 14, 1975

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY, FORM NO. 6

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$ 15.00

LIABILITY \$ 100.00

ORDER No. 37259

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 12, 1973 at 8:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

Kurt Mathews
by Kurt Mathews Assistant Secretary for the Company

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

... SEE FOLLOWING PAGE ...

A. The last recorded instrument purporting to transfer title to said real property is: Deed to -

John Richard Morris

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

SCHEDULE A - continued -

DESCRIPTION:

Said Real Property is described as follows:

ASSESSOR'S PARCEL NO. 19-27²-24

The Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Eleven (11) North, Range One (1) East, M. D. B. & M.

Micro Fiched



Micro Fiched

SEE BOOK 32

AUG. 1950

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Ex. 19 Pg 27
County of Yolo, Calif

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division
315 S. W. Fourth Avenue
Portland, Oregon 97104
(503) 222-993

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9066

Guarantee

Issued by

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
94612

- Alameda County
1525 Webster Street, Oakland
94612
- Contra Costa County
1322 North Main Street, Walnut Creek
94595
- Fresno County
1004 North Van Ness Avenue, Fresno
93704
- Kern County
1100 Chester Avenue, Bakersfield
93301
- Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Cienega, Los Angeles
90037
- Orange County
830 North Main Street, Santa Ana
92701
- Sacramento County
1424 - 21st Street, Sacramento
95811
- San Diego County
State and A Streets, San Diego
92101
- San Francisco County
214 Van Ness Avenue, San Francisco
94102
- San Mateo County
802 Brewster Avenue, Redwood City
94061
- Santa Clara County
151 West Santa Clara Street, San Jose
95101
- Yuba County
519 Main Street, Woodland
95694
- ASSOCIATED COMPANIES
- El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
1800 - 1950, South Lake Tahoe
96146
- Marin County
HARP TITLE GUARANTY COMPANY
1300 Fourth Street, San Rafael
94901
- Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
200 North State Street, Ukiah
95581
- Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1309 Court Street, Redding
96001
- Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2995 Cleveland Avenue, Santa Rosa
95401

AGREEMENT NO. 73-237

(Endorsed) Filed FEB 13 1974

LAURENCE R. HENICAN, Clerk

By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
John Richard MORRIS and Jean D MORRIS
Box 43, Zarema, Calif

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiches

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #44 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur R. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

John Richard Mann
Sean D. Mann

STATE OF CALIFORNIA) } ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Bal and Rodgers
DEPUTY

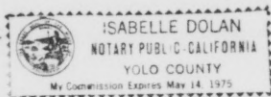


STATE OF CALIFORNIA.

County of Yolo
On this 18th day of June

ss.

in the year one thousand nine hundred and seventy-three
before me, Isabelle Dolan
a Notary Public in and for the County of
Yolo, State of California, residing therein,
duly commissioned and sworn, personally appeared John Richard Morris
and Jean D. Morris
known to me to be the person whose name is subscribed to the within instru-
ment, and acknowledged to me that they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.



Notary Public in and for the County of Yolo State of California.
My Commission Expires May 14, 1975

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$ 15.00

LIABILITY \$ 100.00

ORDER No 37259

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

County of Yolo

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 12, 1973 at 8:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

Kurt Mathews
by Kurt Mathews Assistant Secretary for the Company

lv

Addition to Previous # 44

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

... SEE FOLLOWING PAGE ...

A. The last recorded instrument purporting to transfer title to said real property is: Deed to -

Micro Fiched

JOHN RICHARD MORRIS and JEAN D. MORRIS

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

SCHEDULE A - continued -

DESCRIPTION:

Said Real Property is described as follows:

ASSESSOR'S PARCEL NO. 19-27²-12/39

The Southwest Quarter of the Northwest Quarter of Section 8, and all that portion of the South one-half of the Northeast Quarter of Section 7, lying North and East of the Railroad, all in Township 11 North, Range 1 East, M. D. B. & M.

EXCEPTING THEREFROM an undivided 1/2 interest in and to all oil, gas, and other hydrocarbons, and minerals, now or at any time hereafter, situate therein and thereunder, together with easements and rights necessary, incidental, convenient or otherwise appurtenant to the exploration for, production, storage and transportation thereof.

Micro Fiched



Assessor's Map BK. 10 Pg. 27
County of Yolo, Calif.

SEE BOOK 22

NOTE - Assessor's Block Numbers Shown in Photos
Assessor's Parcel Numbers Shown in Circle

AUG 1950

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835 4070

Northwest Division
315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222 9931

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262 0511

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534 9066

Guarantee

Issued by

Transamerica Title Insurance Co



A Series of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835 4070

Alameda County
1525 Webster Street, Oakland
836 4772

Contra Costa County
1322 North Main Street, Walnut Creek
935 3030

Fresno County
1004 North Van Ness Avenue, Fresno
246 0461

Kern County
1100 Chester Avenue, Bakersfield
327 3061

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and Lo Cienega, Los Angeles
937 3800

Orange County
830 North Main Street, Santa Ana
547 9571

Sacramento County
1424 - 21st Street, Sacramento
444 6323

San Diego County
State and A Streets, San Diego
239 8181

San Francisco County
214 Van Ness Avenue, San Francisco
863 3080

San Mateo County
802 Brewster Avenue, Redwood City
369 4121

Santa Clara County
151 West Santa Clara Street, San Jose
298 4242

Yolo County
519 Main Street, Woodland
660 5439

ASSOCIATED COMPANIES

El Dorado County
SILVERADO TITLE COMPANY
3308 Lake Tahoe Boulevard
Tahoe Savings Building
(Box 129) South Lake Tahoe

Marin County
MARIN TITLE GUARANTY COMPANY
1200 Fourth Street, San Rafael

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 North State Street, Ukiah

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1004 Court Street, Redding

Sanoma County
REDWOOD EMPIRE TITLE COMPANY
1005 Cleveland Avenue, Santa Rosa

AGREEMENT NO. 73-238

(Indorsed) Filed FEB 13 1974
BARBARA A. RODGERS
By

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
Hale J. Marlow & Catherine Marlow
State Box 4
Capay, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 23 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974
and recorded in Volume 1089 of Official Records at Page 161
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code. Micro Fiches

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY *Arthur K. Edwards*
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

X *John J. Mabe*
X *Arthur K. Edwards*

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

B. Rodgers
DEPUTY

70-447 C
(Individual)

STATE OF CALIFORNIA

COUNTY OF Yolo } ss.

On May 30, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared
Gale J. Marlow & Catherine Marlow

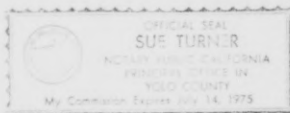
to be the person s whose name s are subscribed
to the within instrument and acknowledged that they

WITNESS my hand and official seal.

Signature

Sue Turner

Name (Typed or Printed)



(This area for official notarial seal)



RO 11995-061

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00
 Street address or other ref.
 21-292-06

a California corporation, does hereby guarantee

GALE J. MARLOW

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Gale J. Marlow and Catherine Marlow, his wife.

Deed Recorded **July 3, 1972**

Document No. **9372**

IRS. \$ **82.50**

Micro Fiched

Record Description:

SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of **May 31, 1972** @ **7:30 A.M.**

Title Insurance and Trust Company

By *[Signature]*
 PRESIDENT

Attest: *[Signature]*
 SECRETARY

Addition to Reserve # 23

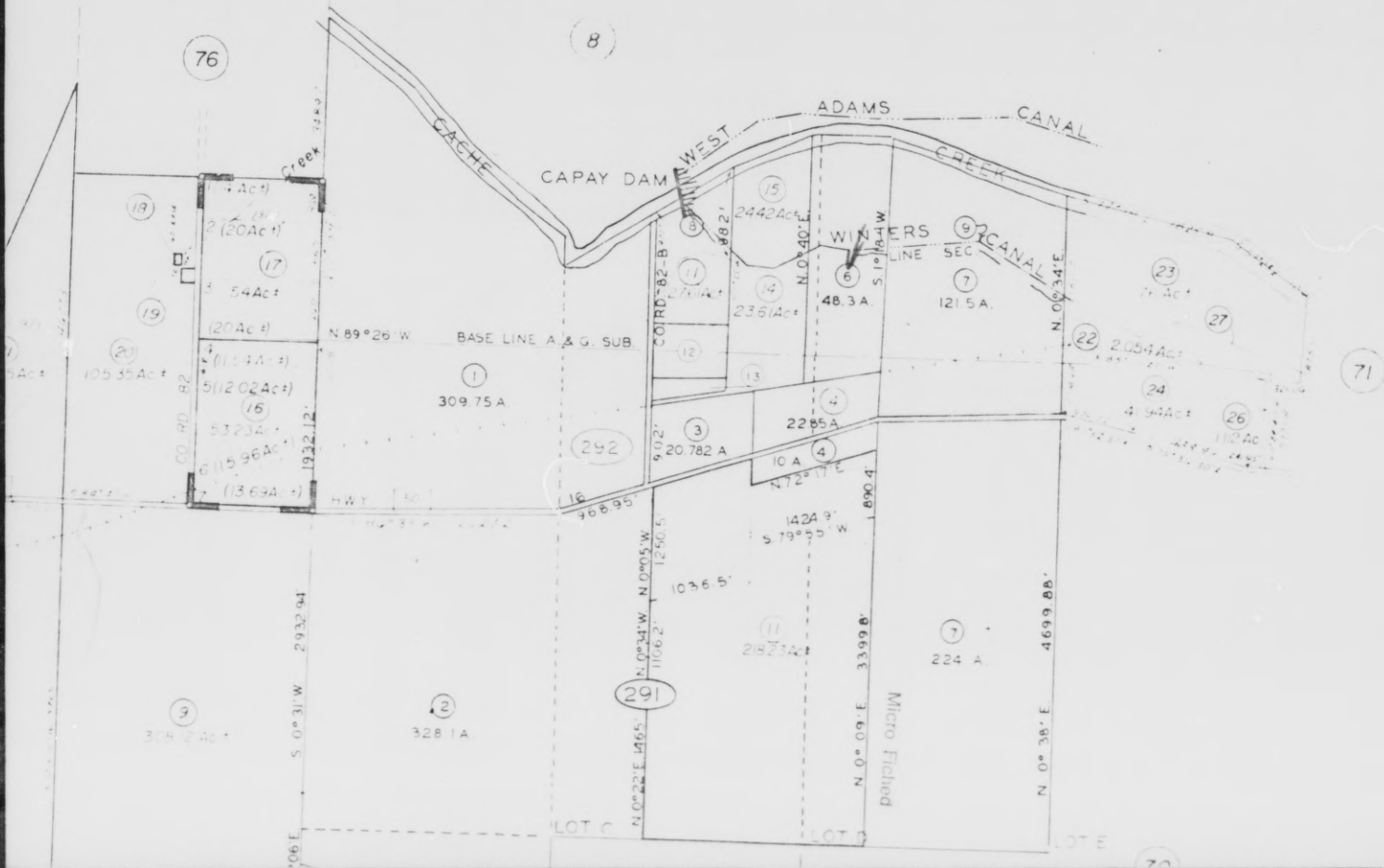
EXHIBIT "A"

Micro Fiche

D E S C R I P T I O N

All that real property situate in the County of Yolo, State of California, described as follows:

Beginning at a point on the base line of "ARNOLD and GILLIG'S SUBDIVISION of a part- of the Rancho Canada de Capay", where the same runs through Block "C" thereof and at a point 5175.5 feet East of a stone on said Base line marking the intersection therewith by the West boundary line of Block "B" of said Subdivision and at a point on a fence between WYATT G. DUNCAN and HESTER M. LINES, and running thence along said fence South $0^{\circ} 40'$ West 264.8 feet to center of S. P. RAILROAD; thence North $79^{\circ} 55'$ East along center of said road 826 feet; thence North $0^{\circ} 44'$ East along a line fence and its projection, 2500 feet to center of CACHE CREEK thence up and along the center of said creek to a point North $0^{\circ} 40'$ East from point of beginning; thence South $0^{\circ} 40'$ West 2385.2 feet to the point of beginning, part of the lands herein described lie in Block "C" aforesaid and part in Block "D" of said Subdivision.



AGREEMENT NO. 73-239

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1923, by and between
Asa J. Morris and John R. Morris
Box 143 Yuba, Calif

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Adjacent to Preserve No. 44 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1924,
and recorded in Volume 1089 of Official Records at Page 146,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Asa J. Morris
John Richard Morris

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

by Barbara Radgins

STATE OF CALIFORNIA.

County of Yolo) ss.
On this 18th day of June

in the year one thousand nine hundred and seventy-three
before me, Isabelle Dolan

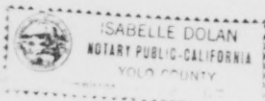
a Notary Public in and for the County of Yolo

State of California, residing therein,
duly commissioned and sworn, personally appeared Asa J. Morris and
John Richard Morris

known to me to be the person S whose name S are subscribed to the within instru-
ment, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
on the 18th day of June the day and year in this
certificate first above written.

Notary Public in and for the County of Yolo State of California
My Commission Expires May 14, 1975



(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 8

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$ 15.00

LIABILITY \$ 100.00

ORDER No. 37259

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Micro Fiched

County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 12, 1972 at 8:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

by *Kurt Mathews*
Kurt Mathews Assistant Secretary for the Company

14

Adjacent to Reserve #44 "Exhibit A"

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

... SEE FOLLOWING PAGE ...

A. The last recorded instrument purporting to transfer title to said real property is: Deed to -

ASA J. MORRIS, as to a life estate;
AND
JOHN RICHARD MORRIS, as to the remainder.

Micro Fiches

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

SCHEDULE A - continued -

DESCRIPTION:

Said Real Property is described as follows:

ASSESSOR'S PARCEL NO. 19-270-44

The N E $\frac{1}{4}$. and the N E $\frac{1}{4}$ of the N W $\frac{1}{4}$ of Section 8, T 11 N.
R 1 E, M. D. B. & M.

EXCEPTING THEREFROM that portion thereof described in the
Deed of Trust recorded February 7, 1966 in Book 820 of Official
Records at Page 12.

Micro Fiched.

TJIN, RIE. MDB & M.

19-27



Transamerica Title Insurance Co

DIVISIONS

California Division

1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division

720 Second Avenue
Seattle, Washington 98104
(206) 622-6128

Southwest Division

114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

Midwest Division

1720 California Street
Denver, Colorado 80202
(303) 534-9066

Michigan Operations

320 Ottawa Avenue, N.W.
Grand Rapids, Michigan 49502
(616) 454-9301

Nevada Operations

437 South Sierra Street
Reno, Nevada 89501
(702) 786-1871

Guarantee

Issued by

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE

1330 Broadway, Oakland
835-4070

Alameda County

1525 Webster Street, Oakland
836-4772

Contra Costa County

1322 North Main Street, Walnut Creek
935-8050

Fresno County

1004 North Van Ness Avenue, Fresno
266-0461

Kern County

1100 Chester Avenue, Bakersfield
327-3061

Los Angeles County

Third and La Cienega, Los Angeles
937-3800

Orange County

830 North Main Street, Santa Ana
547-9571

Sacramento County

1424 21st Street, Sacramento
444-6323

San Diego County

State and A Streets, San Diego
238-8181

San Francisco County

214 Van Ness Avenue, San Francisco
863-3080

San Mateo County

802 Brewster Avenue, Redwood City
369-4121

Santa Clara County

151 West Santa Clara Street, San Jose
299-4742

Yuba County

519 Main Street, Woodland
694-1438

NEVADA OPERATIONS

437 South Sierra Street, Reno
786-1871

ASSOCIATED COMPANIES

El Dorado County

SILVERADO TITLE COMPANY
3308 Lake Tahoe Boulevard
Tahoe-South Lake Building
Box 1295, South Lake Tahoe

Marin County

MARIN TITLE GUARANTY COMPANY
200 Fourth Street, San Rafael

Shasta County

SUPERIOR CALIFORNIA TITLE & ESTATE COMPANY
204 Court Street, Redding

Sonoma County

REDWOOD EMPLOYEES TITLE COMPANY
2991 Cleveland Avenue, Santa Rosa

AGREEMENT NO. 73-240

(To be filed) Filed 13 1974
14000000 0 10000000 0000

LAND USE CONTRACT

By BARBARA A. RODGERS

THIS LAND USE CONTRACT, made and entered into this 19th day of November, 19 73, by and between WILMA LOUISE NORTH, also known as WILMA L. NORTH, formerly WILMA L. SNOWBALL

2621 - 17th Street, Sacramento, California 95818

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974 and recorded in Volume 1089 of Official Records at Page 161, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fished

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Wilma Louise North
WILMA LOUISE NORTH, also known as
WILMA L. NORTH, formerly WILMA L.
SNOWBALL.

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiches

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
sv Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this June 13, 1973, before me the undersigned County Clerk of the County of Yolo, personally appeared WILMA LOUISE NORTH, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 13th day of June, 1973.

Laurence P. Henigan
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 29434

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67438-CH

Liability \$ 125.00

Fee \$ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

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THEODORE LABHARD, ATTORNEY AT LAW

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 17, 1973 at 8:00 a.m., in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

/S/ Gregory A. Ball

Vice President

By

R.H. Martin

President

By

John W. Jennings

Secretary

"Exhibit A"

Addition to Reserve #3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67438-CH

Effective Date: May 17, 1973 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

WILMA LOUISE NORTH, AKA WILMA L. NORTH, FORMERLY WILMA L. SNOWBALL

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The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred: All of the following described parcel of land situated in the County of Yolo, State of California:

The East two-thirds of the Northwest quarter of Section 29, Township 11 North, Range 2 East, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on the 1972-73 assessment roll as:
Assessor's Parcel No. 19-541-10

NOTE: This Guarantee is limited to the above described property.

T 11 N, R 2 E. M.D.B & M.

53

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19-54

OFFICIAL EXEMPT



55

60



AGREEMENT NO. 73-241

(Endorsed) Filed FEB 13 1974
LAURENCE R. HENICAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____
CHEH CHANG WANG & BETTY TSAI WANG
619-38 AVE, SAN FRANCISCO, CALIF. 94121

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiches

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 23 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Shih-Hung Wang
Betty Lou Wang

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Balmer Rodgers

STATE OF CALIFORNIA,

LAKEPORT County of LAKE

On this 15 day of JUNE in the year one thousand nine hundred and 73 before me, THE UNDERSIGNED

a Notary Public, State of California, duly commissioned and sworn, personally appeared CHEN CHANG WANG & BETTY TSAI WANG

known to me to be the persons whose names ARE subscribed to the within instrument and acknowledged to me that they executed the same.

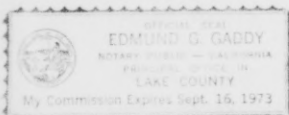
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SAID County of LAKE the day and year in that certificate first above written.

Edmund G. Gaddy

Notary Public, State of California

Clerk's Form No. 32-Acknowledgment-General
(C. C. Sec. 11994)

My Commission Expires SEPT. 16, 1973



GUARANTEE

71 2912

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No 67704

Liability \$125.00

Fee \$25.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

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CHEH CHANG WANG

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 25, 1973, at 5:00 p.m. in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

J.W. Brown

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Add to Preserve #23

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67704

Effective Date: May 25, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Cheh Chang Wang and Betty Tsai Wang, his wife

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property situate in the County of Yolo, State of California,
described as follows:

Lot 30, Cadenasso and Colony, according to the official Plat thereof, filed
for record in the office of the Recorder of Yolo County California, on July
13, 1892 in Book 1 of Maps, at Page 29.

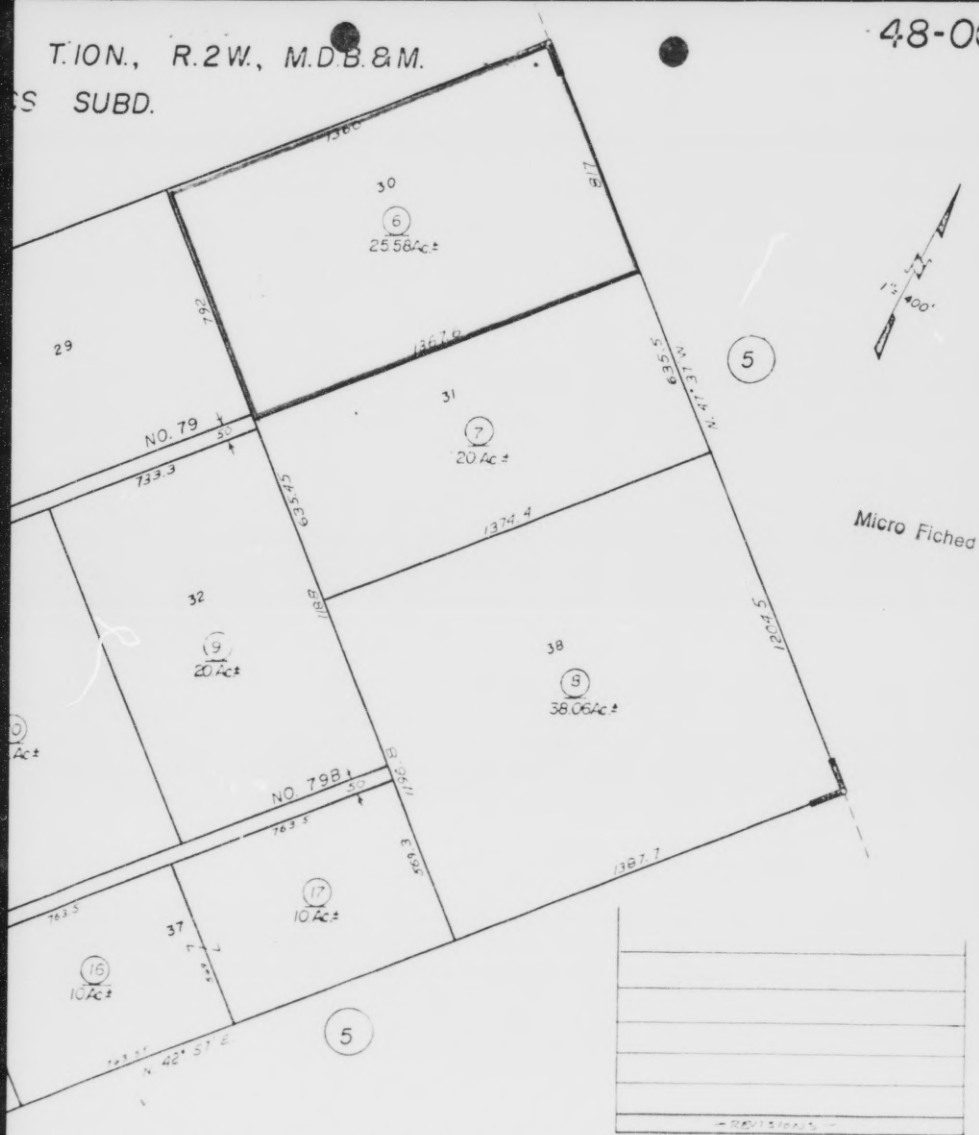
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NOTE: The Yolo County Assessor designates the herein described property on
the 1972-73 Assessment Roll as Assessor's Parcel No. 48-060-06.

Note: This guarantee is limited to the above described property.

TION., R.2W., M.D.B.&M.

S SUBD.



denasso Colony, por. of Arnold & Gilligs Subd

AGREEMENT NO. 73-242

(Endorsed) Filed FEB 13 1974
LAURENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____

Duane E. Maurer and
Alma Jane Maurer

Star Route Box 19 Capay, Calif 95607
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 23 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 164,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY William H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

CALLER(S)

Quang C. Maurer
Alma Jane Maurer

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

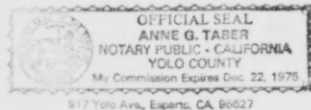
On November 19, 1923, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By, Balmain & Igus



STATE OF CALIFORNIA, County of Yolo
ON June 26th, 1922, before me, the undersigned a
Notary Public in and for the State of California with principal office in the
County of Yolo, personally appeared
DUANE E. AND ALMA JANE MAUER
known to me to be the person whose name above
subscribed to the within Instrument, and acknowledged to me that they
executed the same. WITNESS my hand and official seal.

SIGNATURE OF NOTARY

Anne G. Taber

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

MY NAME AND COMMISSION
EXPIRATION DATE PRINTED

ANNE G. TABER

GUARANTEE

71 2911

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67703

Liability \$130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

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DUANE E. MAURER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 22, 1973, at 5:00 p.m. in the County of Yolo, State of California

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Matton

President

By

John W. Boring

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Add to Preserve #23 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67703

Effective Date: May 22, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

Title to the herein described property vests in:

Duane E. Maurer and Alma Jane Maurer, his wife, as Joint Tenants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

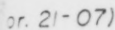
Block 29 and the Northeasterly one-half of Block 28, Cadenasso and Colony Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 13, 1892 in Book 1 of Maps, at page 29.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 21-750-05, Code Area 63-039.

NOTE: This guarantee is limited to the above described property.

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NOTE - Assessor's Block Number
Assessor's Parcel Number

AGREEMENT NO. 23-243

(Endorsed) Filed FEB 13, 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between _____
Pat S. Bravo & Andre L. Bravo
James H. Davies & Ethel MacTavish Davies
Peter P. Palgis & Missam L. Palgis
8th & River Streets, Napa, Calif 94558
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 8 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Richards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Joseph D. Davis
Joseph H. Davis
John P. Davis
William B. Davis
Robert Davis
Charles R. Davis

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara A. Rodgers

STATE OF CALIFORNIA

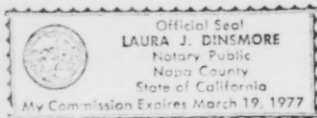
County of Napa) ss.
On this 22nd day of June in the year one thousand nine hundred and Seventy three
before me, the undersigned, a Notary Public in and for the State

County of Napa, State of California, residing therein, duly commissioned and sworn, personally appeared Pat S. Brune, and Ruth R. Brune, and James H. Brune, and Ethel M. Brune, and Peter R. Pelgio and Miriam R. Pelgio known to me to be the person whose name has subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State County of Napa the day and year in this certificate first above written.

Laure J. Dinsmore

Notary Public in and for the State County of Napa
My Commission Expires Mar 19, 1977



UTILITY LINE FORM NO. 80000 - Acknowledgment - General

PRELIMINARY REPORT
WESTERN TITLE GUARANTY COMPANY
YOLO COUNTY DIVISION
affiliated with WESTERN TITLE INSURANCE COMPANY

MAIN OFFICE
2ND AND COUNTY STREETS
P.O. BOX 372
WOODLAND, CALIFORNIA 95695
662-2883

DAVIS OFFICE
2ND AND E STREETS
P.O. BOX 410
DAVIS, CALIFORNIA 95618
756-0322

Western Title Insurance Company
707 Randolph
Napa, California

Your No. 67292

Attn: Mr. Briggs

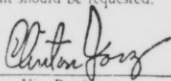
Our No. 53782-A

In response to the above referenced application for a policy of title insurance, WESTERN TITLE GUARANTY COMPANY YOLO COUNTY DIVISION hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

Micro Fiched

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated at 8:00 a.m. on June 8, 1973


Vice President

The estate or interest in the land described herein and which is covered by this report is:

"A FEE"

Title to said estate or interest at the date hereof is vested in:

Pat S. Bravo and Aude R. Bravo, his wife, as Joint Tenants, James H. Davies and Ethel MacGregor Davies, his wife, Peter P. Palzis and Miriam R. Palzis, his wife.

Said land is situated in the City of
State of California, and is described as follows:

County of Yolo

See attached description...

Addition to Preserve # 8 "Exhibit A"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. 1973-74 taxes, including possible personal property taxes, now a lien, but not yet due or payable.
 2. Taxes for the year 1972-73:
Assessment Parcel No. 18-561-06, Code Area 63-021
Assessed valuation of land: \$12,200.00
Improvements: 4,000.00
1st Installment: 768.93 Paid
2nd Installment: 768.93 Paid
 3. Easement for road purposes over so much of the herein described property that lies within the boundaries of any public road. Micro Fiched
 4. Right of way for main canal for irrigation purposes, as disclosed by contract by and between Clear Lake Water Works, a corporation, and John M. Rhodes, dated July 29, 1873, and recorded September 12, 1873, in Book P of Deeds, at page 349.
 5. Possible community interest, if any, of Helen Griffiths by reason of Deed from Joseph W. Silva, et ux., to Whitfield Griffiths, a married man, dated July 22, 1964 recorded July 23, 1964, Recorder's File No. 9264, Book 766 of Official Records, at page 279.
 6. Deed of Trust in the amount of \$65,000.00 executed by Martha C. Davies, a single woman, James H. Davies and Ethel MacGregor Davies, his wife, Peter P. Palzis and Miriam R. Palzis, his wife, Trustors, to Western Title Guaranty Company, Napa County Division, a corporation, Trustee, and Joseph W. Silva and Margaret Silva, his wife, beneficiary, dated July 22, 1964, recorded July 23, 1964, Recorder's File No. 9266, Book 766, of Official Records, at page 283.
- Request for Copy of Notice of Default and Sale, under the above Deed of Trust, to be mailed to:
Martha C. Boyle, 7407 Sedgewood Ave., San Ramon, Calif. 94583
Recorded: June 7, 1973
Book: 1065
Page: 144
7. Deed of Trust securing payment of \$29,620.85 and other obligations, Pat S. Bravo and Aude R. Bravo, his wife, Trustors, to Western Title Insurance Company, a corporation, Trustee, and Martha C. Boyle, a married woman, beneficiary, dated March 12, 1973, recorded June 7, 1973, in Book 1065 of Official Records, at page 144.

DESCRIPTION PAGE OF PRELIMINARY REPORT-ORDER NO. 53782

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

A part of Rancho Canada de Capay, commencing at a live oak tree marked "CC7" in the West line of the Rancho, and running thence South $12\frac{1}{4}^{\circ}$ East 23.83 chains to a stake and mound; thence North $77\frac{3}{4}^{\circ}$ East 62.50 chains; thence North $12\frac{1}{4}^{\circ}$ West 32 chains; thence South $77\frac{3}{4}^{\circ}$ West 63.18 chains to a stake and mound on the Western boundary of said Rancho; thence South $20\frac{1}{4}^{\circ}$ East on said boundary line 8.17 chains to the place of beginning, containing 200.25 acres, and being the same tract of land conveyed by Deed dated September 2, 1865, by Henry Rhodes to Henry Rhodes, Jr., recorded in Book F of Deeds, at page 216.

EXCEPTING THEREFROM that certain tract of land described as follows: Micro Fiched

BEGINNING at a pine tree about 4 feet in diameter on top of a small hill on the West boundary of Rancho Canada de Capay, 46.80 chains South of C. C. #7, as shown on the U. S. Field Notes of said Rancho; and running thence North $12\frac{1}{4}^{\circ}$ West 1514.3 feet to the Southwest corner of the land of Winter Brothers; thence North $77^{\circ} 30'$ East 1961.4 feet along said Winter Brothers' South boundary to an iron stake which is the beginning point of this description; thence North $76^{\circ} 43'$ East 797.7 feet to the Northwest corner of the land of Allen; thence North $76^{\circ} 50'$ East along the North boundary of the land of Allen, 576.8 feet to an iron stake; thence leaving the boundary line North $13^{\circ} 10'$ West 40 feet to concrete monument No. 1, which will be referred to in a description to follow; thence North $28^{\circ} 50'$ West 260.8 feet to a concrete monument; thence North $54^{\circ} 42'$ West 90 feet to a concrete monument; thence North $88^{\circ} 42'$ West 660 feet to a concrete monument; thence South $69^{\circ} 33'$ West 300 feet to a concrete monument; thence South $32^{\circ} 33'$ West 350 feet to a concrete monument; thence South $0^{\circ} 47'$ East 250 feet to the point of beginning, containing 12.91 acres of land, more or less.

ALSO EXCEPTING THEREFROM a strip of land 40 feet wide described as follows:

BEGINNING at concrete monument No. 1, above mentioned and running thence North $76^{\circ} 50'$ East 760 feet, more or less, to the Westerly side of a County Road; thence South $13^{\circ} 58'$ East along said Westerly side of County Road 40 feet to the North line of the Allen property; thence South $76^{\circ} 50'$ West 760 feet; more or less, to an iron stake above mentioned in first description; thence North $13^{\circ} 10'$ West 40 feet to concrete monument No. 1, being the point of beginning, containing .70 of an acre, more or less.



AGREEMENT NO. 73-244

FEB 13 1974

LAND USE CONTRACT

(Endorsed) Filed
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____
Title Insurance and Trust Company

P.O. Box 568, 950 Randolph Street, Napa, California 94558
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 8 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(S.E.A.L)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S) Title Insurance and Trust Company

BY David F. Dickson
David F. Dickson, Assistant Vice-President

BY Winston M. Tennant
Winston M. Tennant, Assistant Secretary

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

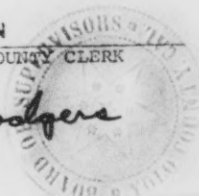
On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiche

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY



TO 449-C
(Corporation)

TI

STATE OF CALIFORNIA)
COUNTY OF Napa) ss.

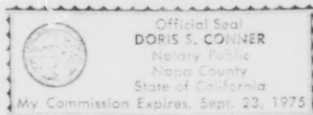
On June 20, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared David F. Dickson known to me to be the Asst. Vice - President and Winston M. Tennant known to me to be the Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Doris S. Conner

Doris S. Conner

Name (Typed or Printed)



(This area for official notarial seal)

Exhibit "A"

DESCRIPTION

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL 1

Being a portion of Lot 2 of the Northwest Quarter of Section 3, Township 10 North, Range 3 West, M. D. B. & M., particularly described as follows:

Beginning at the Southeast corner of said Lot 2 and running thence North $6^{\circ} 51'$ West 23.50 chains to the Township line between Township 10 and 11 North; thence East 2.80 chains along the Township line; thence South 23.33 chains to the place of beginning, containing 3.26 acres, more or less.

PARCEL 2

Micro Fiched

Being a portion of Lot 3 of Section 3, Township 10 North, Range 3 West, M. D. B. & M., and particularly described as follows:

Beginning at a stone corner of the Winters and Miller Tracts on the West Boundary of Capay Grant, South $31-3/4^{\circ}$ East 6.96 chains from a fallen Oak "CC8" of the Survey of Capay Grant; running thence South 61° West 8.07 chains to a point 3.23 chains North of the middle of Section 3; thence North along the West line of said Lot 3 to the Capay Grant line; thence South $31-3/4^{\circ}$ East 6.96 chains to the place of beginning, containing 6.44 acres, more or less.

PARCEL 3

Beginning at a mound on the Grant line at the Northwest corner of J. C. Murphy's land and running thence along Murphy's Land North $72^{\circ} 45'$ East, 83.71 chains to a stake, at the Northeast corner of Murphy's Land, the said stake being on the West line of land belonging to the Estate of H. B. Rice, deceased; thence along the said last mentioned line North 27° West 8.64 chains to the Northwest corner of the land of said Rice; thence North $30^{\circ} 45'$ West 29.21 chains to a stake and mound; thence South $76^{\circ} 45'$ West 54 chains to a stake on the West bank of an Arroyo; thence South $54^{\circ} 30'$ West 12.42 chains to a large Oak Tree; thence South 79° West 7.17 chains to a stake; thence North 78° West 4.71 chains to the grant line; thence along said grant line South $12^{\circ} 15'$ East 34 chains to a tree marked "CC8"; thence along the grant line in a Southeasterly direction 6 chains to the place of beginning, containing three hundred sixteen and $41/100$ (316.41) acres, more or less, the same being a portion of the Rancho Canada de Capay.

PARCEL 4

Lot 4 of Section 34, Township 11 North, Range 3 West, also Lot 1 and Southeast quarter of Northwest quarter of Section 3, Township 10 North, Range 3 West, M. D. B. & M., containing 130 acres, more or less.

EXCEPTING from the above four parcels one-half interest in all oil, gas and minerals on, in and under said land, with the right at all times to explore, drill for, mine and remove the same, together with all other rights and privileges incident thereto, as reserved by General American Life Insurance Company, a corporation of the City of St. Louis and the State of Missouri, by deed recorded April 3, 1937 in Book 104, page 146 Official Records.

Micro Filmed



RO 12230-018

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 50.00

Street address or other ref.

21-420-05 and

21-051-04

a California corporation, does hereby guarantee

. **TITLE INSURANCE & TRUST COMPANY**

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

TITLE INSURANCE AND TRUST COMPANY, a California corporationDeed Recorded **July 6, 1967**Document No. **6634**I.R.S. \$ **None**

Record Description:

See description attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of **May 7, 1973** @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

Attest:

SECRETARY

Addition to Preserve # 8

DESCRIPTION

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL 1

Being a portion of Lot 2 of the Northwest Quarter of Section 3, Township 10 North, Range 3 West, M. D. B. & M., particularly described as follows:

Beginning at the Southeast corner of said Lot 2 and running thence North $6^{\circ} 51'$ West 23.50 chains to the Township line between Township 10 and 11 North; thence East 2.80 chains along the Township line; thence South 23.33 chains to the place of beginning, containing 3.26 acres, more or less.

PARCEL 2

Micro Fiches

Being a portion of Lot 3 of Section 3, Township 10 North, Range 3 West, M. D. B. & M., and particularly described as follows:

Beginning at a stone corner of the Winters and Miller Tracts on the West Boundary of Capay Grant, South $31\text{-}3/4^{\circ}$ East 6.96 chains from a fallen Oak "CC8" of the Survey of Capay Grant; running thence South 61° West 8.07 chains to a point 3.23 chains North of the middle of Section 3; thence North along the West line of said Lot 3 to the Capay Grant line; thence South $31\text{-}3/4^{\circ}$ East 6.96 chains to the place of beginning, containing 6.44 acres, more or less.

PARCEL 3

Beginning at a mound on the Grant line at the Northwest corner of J. C. Murphy's land and running thence along Murphy's Land North $72^{\circ} 45'$ East, 83.71 chains to a stake, at the Northeast corner of Murphy's Land, the said stake being on the West line of land belonging to the Estate of H. B. Rice, deceased; thence along the said last mentioned line North 27° West 8.64 chains to the Northwest corner of the land of said Rice; thence North $30^{\circ} 45'$ West 29.21 chains to a stake and mound; thence South $76^{\circ} 45'$ West 54 chains to a stake on the West bank of an Arroyo; thence South $54^{\circ} 30'$ West 12.42 chains to a large Oak Tree; thence South 79° West 7.17 chains to a stake; thence North 78° West 4.71 chains to the grant line; thence along said grant line South $12^{\circ} 15'$ East 34 chains to a tree marked "CC8"; thence along the grant line in a Southeasterly direction 6 chains to the place of beginning, containing three hundred sixteen and $41/100$ (316.41) acres, more or less, the same being a portion of the Rancho Canada de Capay.

PARCEL 4

Lot 4 of Section 34, Township 11 North, Range 3 West, also Lot 1 and Southeast quarter of Northwest quarter of Section 3, Township 10 North, Range 3 West, M. D. E. & M., containing 130 acres, more or less.

EXCEPTING from the above four parcels one-half interest in all oil, gas and minerals on, in and under said land, with the right at all times to explore, drill for, mine and remove the same, together with all other rights and privileges incident thereto, as reserved by General American Life Insurance Company, a corporation of the City of St. Louis and the State of Missouri, by deed recorded April 3, 1937 in Book 104, page 146 Official Records.

Micro Fiches

TION R3W. M.D.B.&M.

TION R3W.
TION R3W.

BK.
18

BK.
18

21-42
25-051

ENCL.

NORTH



This is not a survey of the land but is compiled for information by the
Title Insurance and Trust Company from data shown by the official records.

AGREEMENT NO. 23-245

(Endorsed) Filed FEB 13 1974
LAURENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____

GALEN DUANE CHAMBERLAIN

150 Lincoln Ave

Woodland Ca

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Ficher

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 47 by the County by Resolution No. 23-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 161, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Edith Duane Chamberlain

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Laurence P. Henigan

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this FIFTEENTH day of JUNE, 1973, before me the undersigned, PATRICIA M. SPEAR, notary public, County of Yolo, personally appeared GALEN DUANE CHAMBERLAIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this FIFTEENTH DAY OF JUNE, 1973



Patricia M. Spear
PATRICIA M. SPEAR, NOTARY PUBLIC



RO 12230-042

Record Owner Guarantee

Title Insurance and Trust Company

Fee \$ 25.00

Street address or other ref.

40-090-05

a California corporation, does hereby guarantee

GALEN DUANE CHAMBERLAIN

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

GALEN DUANE CHAMBERLAIN, A SINGLE MAN

Deed Recorded December 22, 1972

Document No. 18597

Micro Fiched

IRS. \$ 79.20

Record Description: County of Yolo, State of California, described as follows:

That portion of the Southwest Quarter of Section 17, Township 9 North, Range 1 East, M. D. E. & M., lying South of a Slough running Easterly and Westerly through said quarter section.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 17, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

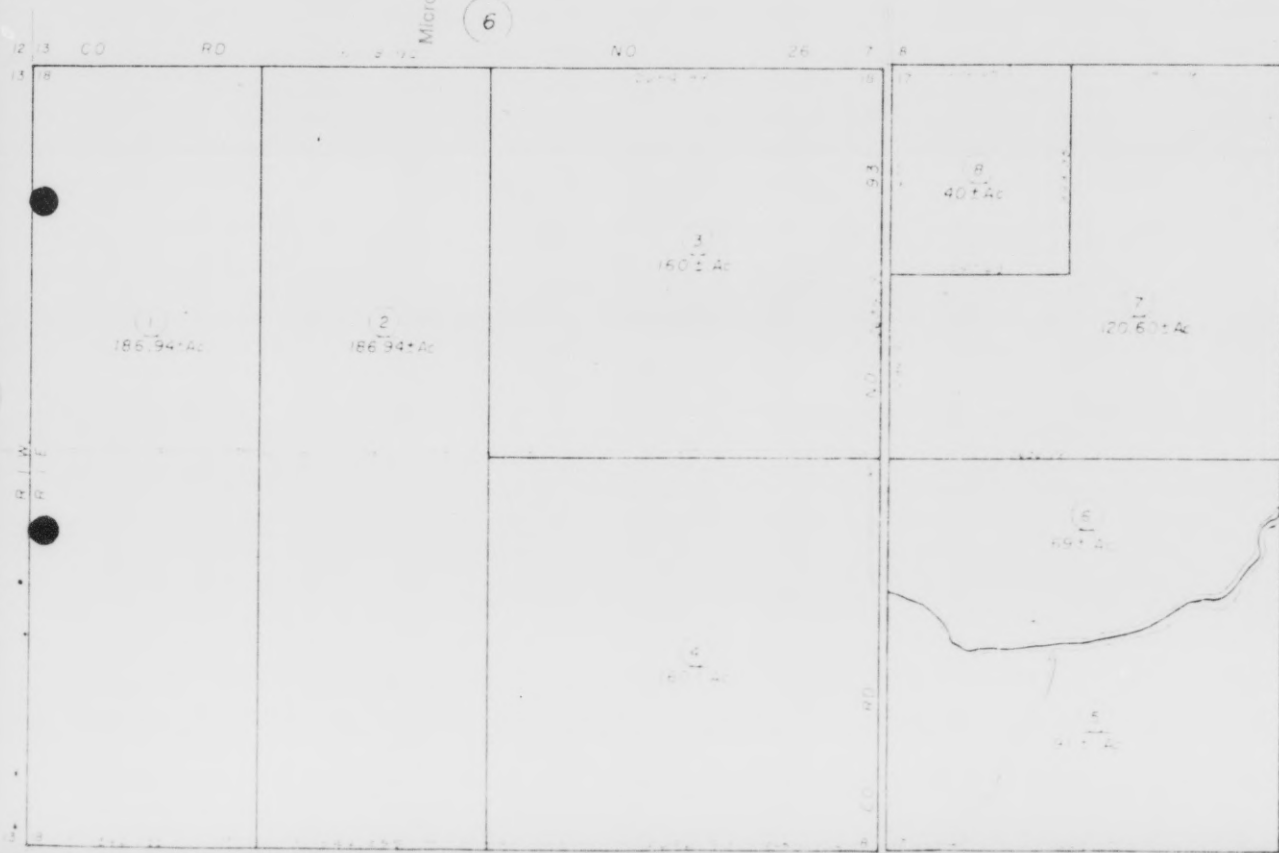
Attest:

SECRETARY

Addition to Preserve # 47 "Exhibit A"

Micro Fished

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AGREEMENT NO. 23246

(Endorsed) Filed FEB 12 1974--
LAURENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
Ruth E. Schrades
4520 A Parkway
Sacramento, Calif.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 70 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 166 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

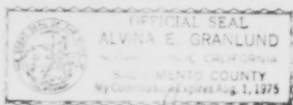
IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)



Alvin E. Granlund

OWNER(S)

Ruth E. Schrader

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19, 1923, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By *Barbara Rodgers*
DEPUTY

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared
_____, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK



RO 12230-056

Record Owner Guarantee
 Title Insurance and Trust Company

Fee \$ 25.00

Street address or other ref.

43-060-12 W.A.C

a California corporation, does hereby guarantee

County of Yolo
 and
 Ruth E. Schrader

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100,000 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Ruth E. Schrader

Decree of Final Distribution

XXX Recorded September 18, 1970 at Book 952 Official Records, page 624

Document No. 9898

I.R.S. \$ None

Micro Fiched

Record Description:

That certain real property situated in the County of Yolo, State of California, described as follows:

Portion of S. L. S. No. 369, consisting of tracts numbers 14 and 15, as shown and designated on a certain subdivision of said S. L. S. No. 369 and other lands, made by J. C. Boyd, Civil Engineer, and certified by him as correct in August, 1915, and filed in the office of the County Recorder of the County of Yolo, State of California, on the 18th day of September, 1915, said tracts numbers 14 and 15 each containing 29.03 acres of lands.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 20, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

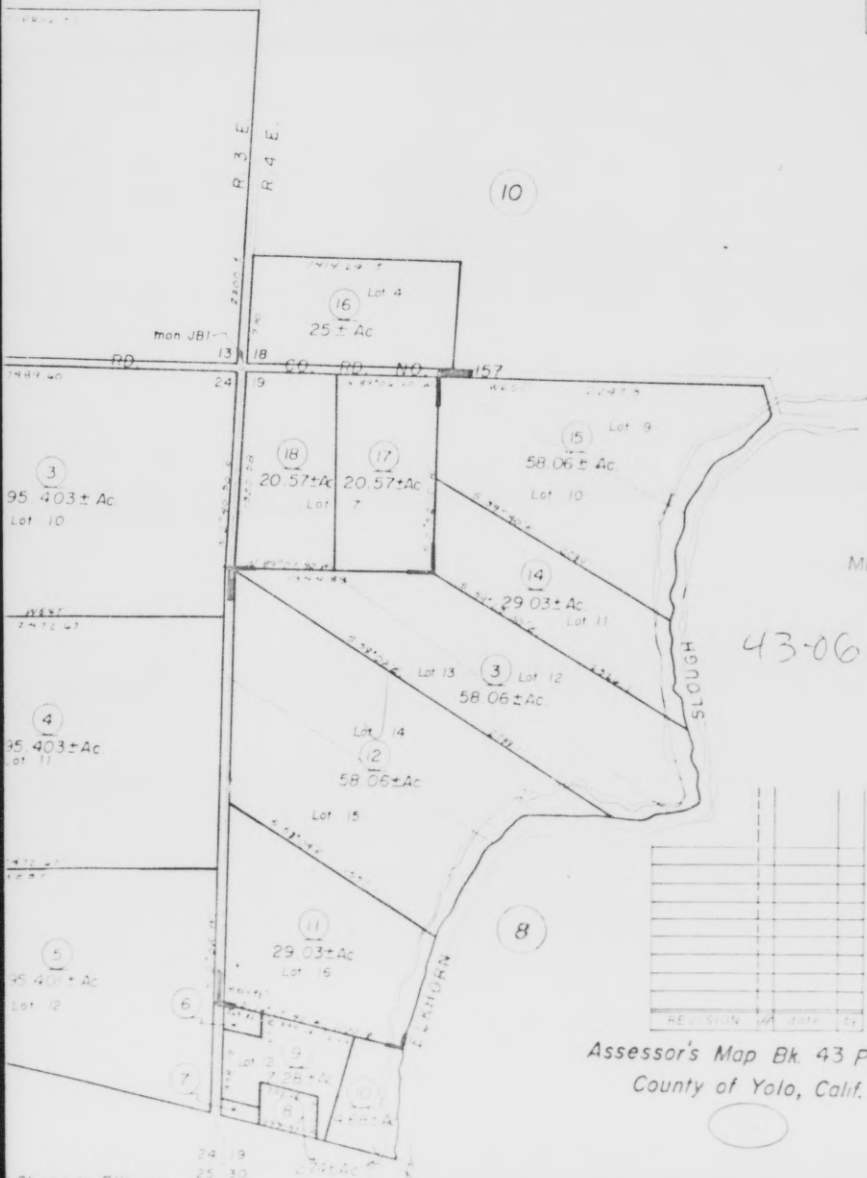
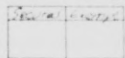
by

PRESIDENT

Attest:

SECRETARY

Addition to Parcel # 70 "Exhibit A"



Shown in Ellipses
Shown in Circles

AGREEMENT NO. 73-247

(Endorsed) Filed FEB 13 1974

LAURENCE P. MENIGAN, Clerk

By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____

Laurence + Ruth Schneider
Attn: Burs
Clark Spurg, Cal. Fein. 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 56 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 166,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *Arthur Edmunds*
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(2)

Laurence Schneider
Ruth Schneider

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Balena A. Rodgers

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this June 22, 19 73, before me the undersigned County Clerk of the County of Yolo, personally appeared Laurence Schmidt & Ruth Schmidt, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22nd day of June, 19 73.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucas
By DEPUTY



RO 12230-039 A

Record Owner Guarantee

Title Insurance and Trust Company

Fee \$25.00

Street address or other ref.
44-120-04

a California corporation, does hereby guarantee

LAWRENCE SCHNEIDER

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

LAWRENCE SCHNEIDER and RUTH SCHNEIDER, his wife, as Joint Tenants.

Micro Fiched

Deed Recorded July 9, 1956

Document No. 5673

I.R.S. \$ None

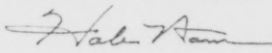
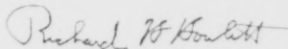
Record Description: County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 12, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

by 
PRESIDENTAttest: 
SECRETARY

Addition to Preserve #56

EXHIBIT "A"

Situate in Swamp Land Survey 916 and 1157, containing 35.47 acres of land, bounded by a line commencing at an iron stake on the West crown of the river levee, and 45 feet from the right bank of the Sacramento River, the said iron stake marking the Northeast corner of tract of land conveyed by J. H. Cave, Sr., to Mary E. Isham by deed recorded in Book 59 of Deeds, page 41 thereof, Yolo County Records, and running thence along the levee North 8° East 200 feet; thence North 20 3/4° East along the levee 176 feet; thence leaving the levee North 64 3/4° West along fence 991 feet; thence North 17 1/2° East along fence 180 feet; thence North 48° 16' West 2090 feet to center of drainage canal, thence along said canal South 1/2° West 783 feet; thence South 51° 15' East along a fence 1794 feet; thence South 17 1/2° West along fence 130 feet; thence South 71° 48' East 1012 feet to the place of beginning.

Micro Fiched



Proj. Sec.

17 16
20 21

9

Micro Fished

9
161 60Ac±

7
113 66Ac±

2
126 08Ac±

107 75Ac±

13

C. DIST.

307

LAKE
RD NO 39

NO 39
RIVER

SACRAMENTO

Proj. Sec.

AGREEMENT NO. 23-248

(Recorded) Filed FEB 13 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____

Lawrence R. Schneider
RT1 Box
Clarksburg Calif 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 56 by the County by Resolution No. 23-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974 and recorded in Volume 1089 of Official Records at Page 161, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY William H. Edwards
CHIEFMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Lawrence P. Schneider

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Paul A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 26, 1973, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Lawrence R. Schneider, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 26th day of June, 1973.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucan
DEPUTY

TI

RO 12230-039 B

Record Owner Guarantee

Title Insurance and Trust Company

Fee \$ 25.00

Street address or other ref.

44-120-05

a California corporation, does hereby guarantee:

LAWRENCE R. SCHNEIDER

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is LAWRENCE R. SCHNEIDER, as his sole and separate property.

XXXXXXXXXXXX Decree of Distribution Recorded: July 9, 1971

Document No. 8434

Micro Fiched

I.R.S. \$ None

Record Description: County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 12, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

by

Richard W. Bonlett

PRESIDENT

Attest:

Richard W. Bonlett

SECRETARY

Addition to Proceed # 56

EXHIBIT "A"

The tract of land forming part of the lower or South half of Swamp Land Survey Nos. 916 and 1157, commencing at the lower corner of Swamp Land Survey No. 916 at a point on the W. Bank of the Sacramento River up stream North 14° West 5 chains to the upper corner of the Pump House lot; thence North 6° 30' West 3.92 chains to an iron pin driven in the ground on the levee for a corner; thence North 71° 48' West 15.33 chains to a 2 x 2 pine stake driven under a wire fence for a corner; thence North 17° 30' East along wire fence 1.99 chains to an iron bolt driven under fence for a corner; thence North 51° 15' West 27.14 chains to an iron bolt driven in Bank on the East side of line ditch; thence South along line ditch at 19.31 chains to edge of excavation, at 22.74 chains to the corner of Swamp Land Survey; thence South 72° 30' East along said Swamp Land Survey line to place of beginning.

EXCEPTING THEREFROM the following described tract conveyed by J. H. Cave to Henry Cowell by deed dated April 6th, 1895 and recorded April 9th, 1895 in Book 52 of Deeds, page 228, to-wit:

Micro Fiched

Being a fraction of 2.10 acres near the Southwest corner of Swamp Land Survey No. 916 of the said County of Yolo in Township 7 North, Range 4 East, M.D.B. & M., particularly described as commencing at a point at the inside base of the Sacramento River Levee, about 30 feet North from the cross levee and running thence North 18° West along the inside bar of said levee 151 feet; thence North 72° 30' West 216 feet; thence South 17° 30' West 216 feet; thence South 17° 30' West 49 feet; thence North 72° 30' West 980 feet; thence South 17° 30' West 80 feet; and thence in a direct line to the place of beginning.

ALSO EXCEPTING THEREFROM the following described tract conveyed by Mrs. Mary Isham to Reclamation District No. 307 by deed dated Sept. 27, 1909, and recorded October 19, 1909 in Book 74 of Deeds, page 40, to-wit:

Beginning at a point in the center of a small farm ditch in Swamp Land Survey No. 916 of Yolo County Surveys, North 71° West 393 feet from the Northwest corner of a certain 2.10 acre tract belonging to C. V. Cowell, et al, upon which the pumping plant of Reclamation District No. 307 now stands, and which said Northwest corner is North 72° 30' West 216 feet from the river front, of said tract and running thence from said point of beginning North 72° 30' West 1320 feet to the West line of said Swamp Land Survey No. 916 in drainage canal to the North; thence South and Southeasterly along the West and North edge of said canal to a point in the center of said small farm ditch; thence northerly along said ditch 65 feet to the place of beginning.



AGREEMENT NO. 73-249

(Endorsed) Filed FEB 13 1974
LAURENCE P. MENICAN, Clerk
BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1974
day of November, 19 73, by and between _____
RIVER GARDEN FARMS CO., a partnership
442 Downey, Brand, Seymour & Ashwell
1007 Seventh Street
Sacramento, California 95814
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fished

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 64 by the County by Resolution No. 23-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974 and recorded in Volume 1089 of Official Records at Page 161, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiches

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

RIVER GARDEN FARMS
By T. H. Rapp, EXECUTOR o/w of
CURTIS K. CANIER, Deceased, PARTNER
By K. Williams PARTNER

STATE OF CALIFORNIA)

) 22.

COUNTY OF YOLO

On November 19, 1973, before me, the under-

Witness my hand and official seal the day and year first

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

STATE OF CALIFORNIA.)

33.

COUNTY OF YOLO

On this _____, 19____, before me the under-

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

THE STATE OF TEXAS :
COUNTY OF HARRIS :

On this 11th day of June in the year 1973,
before me, Linda S. Moore, a notary public
of said state, duly commissioned and sworn, personally ap-
peared T. H. Biags, known to me to be one
of the partners of the partnership that executed the with-
in instrument, and acknowledged to me that such partnership
executed the same.

In witness whereof, I have hereunto set my hand
and affixed my official seal the day and year in this cer-
tificate first above written.

Linda S. Moore
Notary Public in and for
Harris County, Texas

Micro Fiched

THE STATE OF TEXAS :
COUNTY OF HARRIS :

On this 15th day of June in the year 1973,
before me, Joyce Bailey, a notary public
of said state, duly commissioned and sworn, personally ap-
peared R. S. Adams JR, known to me to be one
of the partners of the partnership that executed the with-
in instrument, and acknowledged to me that such partnership
executed the same.

In witness whereof, I have hereunto set my hand
and affixed my official seal the day and year in this cer-
tificate first above written.

Joyce Bailey
Notary Public in and for
Harris County, Texas

JOYCE BAILEY
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
COMMISSION EXPIRES JUNE 1, 1975

GUARANTEE

71 2910

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67450

Liability \$ 125.00

Fee \$25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiche

GUARANTEES

Downey, Brand, Seymour, & Rohwer

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 22, 1973, at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

W. J. G. [Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

R. H. Martin [Signature]

President

By

J. W. [Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addendum to Reserve # 64 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67450

Effective Date: May 22, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

River Garden Farms Company, a partnership

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The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the County of Yolo, State of California, described as follows:

Lots 560 and 561 of River Gardens Farm Subdivision No. 7, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, October 6, 1913 in Book 3 of Maps at page 4 excepting from Lot 561 the following two parcels:

PARCEL A:

Beginning at a point which is located South 46 deg. 31' West, 1435.00 feet from the most Easterly corner of Lot 561 said point also being the corner common to Lots 561 and 562 of said River Garden Farms Subdivision No. 7; thence from said point of beginning, North 40 deg. 59' West, 271.00 feet; thence South 46 deg. 31' West, 265.08 feet to the centerline of Sycamore Slough and the Southwesterly line of said Lot 561; thence along said line the following courses and distances; South 24 deg. 15' East, 34.37 feet; thence South 11 deg 58' West, 328.24 feet; thence South 0 deg. 22' West, 72.28 feet to the Southeasterly corner of Lot 561; thence along the Southeasterly line of said Lot 561, North 46 deg. 31' East, 585.00 feet to the point of beginning, and containing 2.60 acres, more or less.

PARCEL B:

Beginning at a point which is located South 46 deg. 31' West, 1435.00 feet and North 40 deg. 59' West, 271.00 feet from the corner common to Lots 561 and 562 of said River Garden Farms Subdivision No. 7; thence from said point of beginning, North 40 deg. 59' West, 366.00 feet; thence South 46 deg. 31' West, 246.83 feet to the centerline of Sycamore Slough and the Southwesterly line of said Lot 561; thence along said line the following courses and distances; South 44 deg 43' 30" East, 18.25 feet; thence South 45 deg. 33' East, 225.09 feet; thence South 24 deg. 15' East, 129.71 feet; thence leaving said line North 46 deg. 31' East, 265.08 feet to the point of beginning, and containing 2.02 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 19-441-23.

NOTE: This guarantee is limited to the above described property.

M. D. B. & M.

19-44



AGREEMENT NO. 73-250

(Endorsed) Filed FEB 13 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____

William H. Macvic
271 Box 422
Clarksburg, Cal. 95612

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiches

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 89 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

William H. Merwin

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

Micro Fished

STATE OF CALIFORNIA
COUNTY OF YOLO

On this MONDAY, JUNE 25, 1973, before me the undersigned, personally appeared WILLIAM H. MERWIN, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25 day of June, 19 73

Betty L. Randolph
 BETTY L. RANDOLPH
 NOTARY PUBLIC, STATE OF CALIFORNIA
 YUBA COUNTY



RO 12230-062

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00
Street address or other ref.
43-230-08

a California corporation, does hereby guarantee

• WILLIAM H. MERWIN

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, as to the legal title, and WILLIAM H. MERWIN, as to the equitable title, created by agreement of sale, Contract No. 6194

***** Agreement of sale recorded July 17, 1969

Document No. 7833

Micro Fiched

IRS. \$ None

Record Description: All that real property in the County of Yolo, State of California, described as follows:
Lot 20 as the said lot is delineated and so designated on that certain map entitled Holland Land Co. Subdivision No. 9-A, Yolo County, California, on May 10, 1923 in Map Book No. 3, at page 48, Yolo County Records .

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

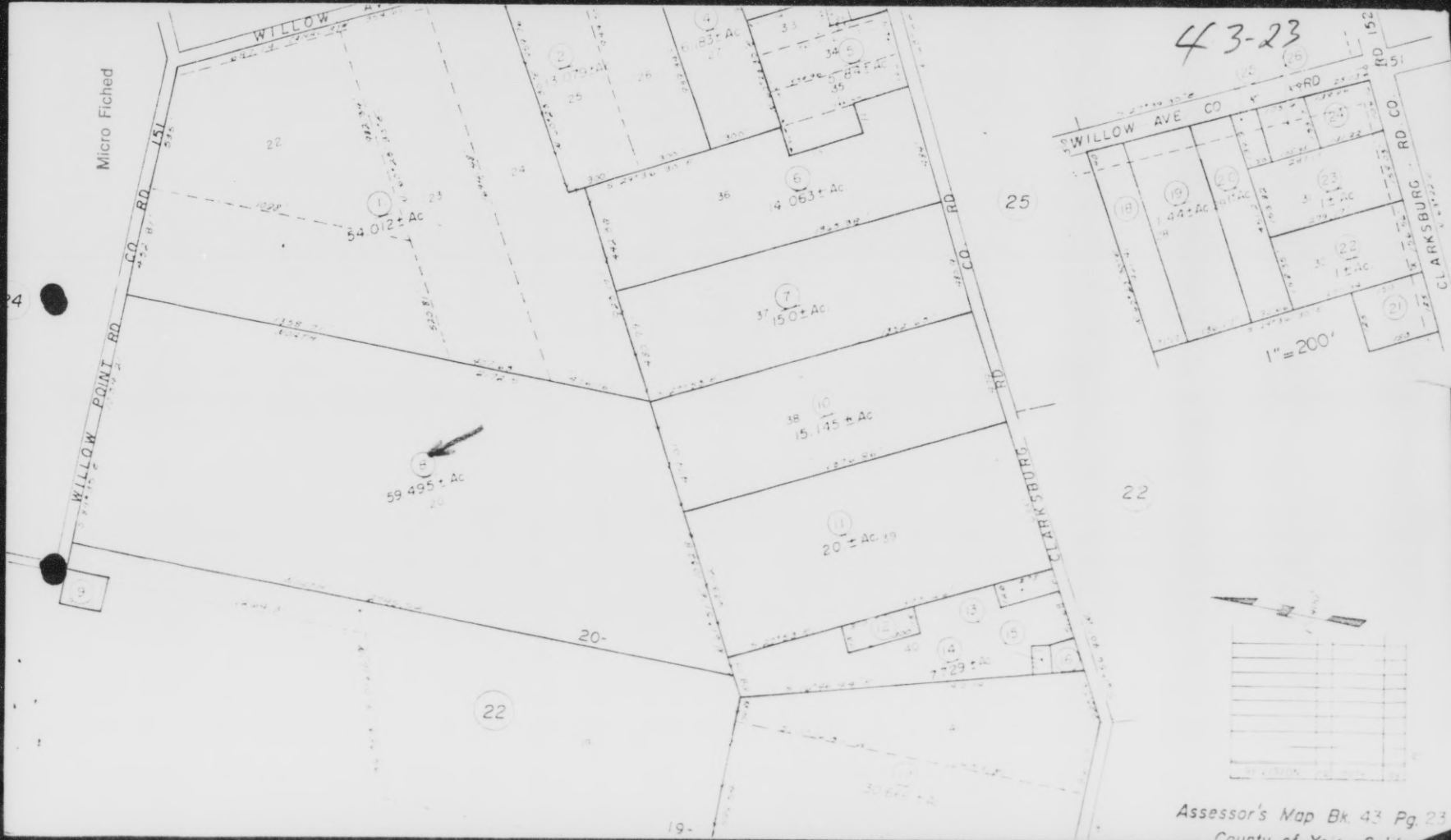
Dated as of June 22, 1973 @ 7:30 AM

Title Insurance and Trust Company

by *Frank A. ...*
PRESIDENT

Attest: *Richard W. Bonlett*
SECRETARY

Additox to Preserve # 89 "Exhibit A"



AGREEMENT NO. 23-251

(Endorsed) Filed FEB 19 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
Ernest Edward Weiss
Rt. 2 Box 785 Woodland California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 3 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Ernest Edward Weiss

COUNTY OF YOLO

the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

above appearing.

Micro Fiches

LAURENCE P. HENIGAN, COUNTY CLERK

By Barclay Rodgers

My Commission Expires February 20, 1977

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written

Cowdery's Form No. 32—Acknowledgment—General
(C. C. Sec. 1190a)

My Commission Expires _____

GUARANTEE

71 2924

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No67856

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

WITNESSES

Ernest Edward Weiss

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1973, 5:00 p.m.

, in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

J.H. W. Bonds

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addendum to Preserve # 3 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67856

Effective Date: June 14, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
County, California, and the indices of the County Recorder of said
County subsequent to ^{Yolo} March 1, 1972, with respect to the name(s) of

Title Vests: Ernest Edward Weiss

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property in the County of Yolo, State of California, and is
described as follows:

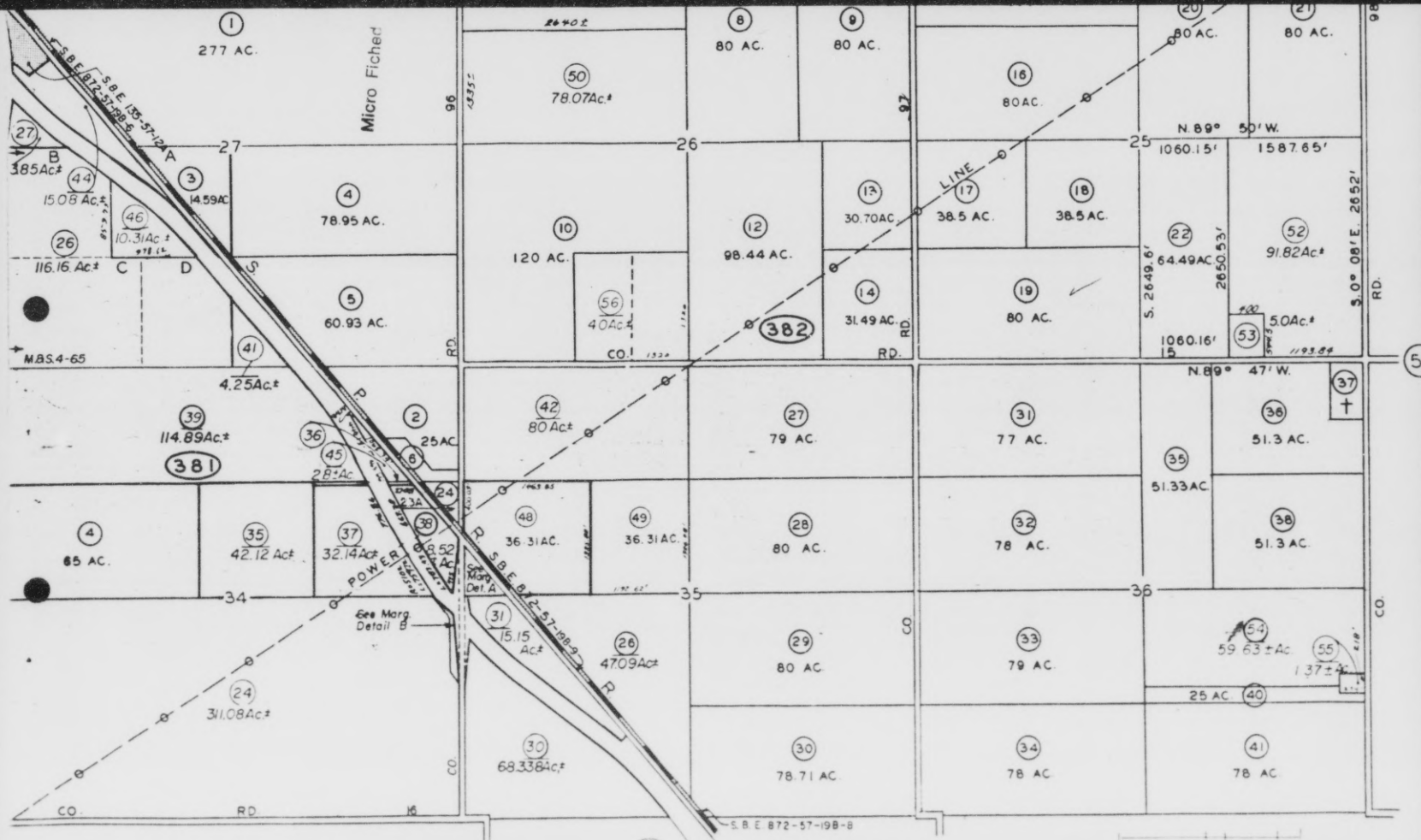
Micro Fiche

All that portion of the Northwest $\frac{1}{4}$ of Section 35, Township 11 North, Range 1
East, M. D. B. & M., described as follows:

Beginning at a 1" by 36" iron monument marking the center of Section 35, said
Township and Range, and running thence North 89 deg. 20' 27" West along the
quarter Section line, 1192.62 feet to a 1" by 36" iron monument being the true
point of beginning of this description; thence from said point of beginning, North
0 deg. 25' 18" East 1325.83 feet to a 1" by 36" iron monument; thence North 89 deg.
23' 28" West along an old fence line, 1463.85 feet to a point on the West line of
said Section 35, and the center line of the County road; thence South 0 deg. 41' 28"
West along the West line of said Section and the center line of said County road,
400.09 feet to the Northeasterly line of the Southern Pacific Railroad right of
way; thence South 39 deg. 36' 32" East along said Northeasterly line 1211.57 feet
to the quarter Section line running East and West through the center of said Section
35; thence South 89 deg. 20' 27" East along said quarter Section line, 686.46 feet to
the point of beginning, and being Parcel B as shown on Record of Survey of the part-
ition of the South $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ of Section 35, T. 11 N., R. 1 E., M. D. B. & M.
filed for record in the office of the Recorder of Yolo County, California, on Feb-
ruary 11th, 1959, in Book 8 of Maps and Surveys, at page 60.

NOTE: The Yolo County Assessor designates the herein described property on their
1972-73 Assessment Roll as Assessor's Parcel No. 19-382-48

NOTE: This Guarantee is limited to the above described property.



AGREEMENT NO. 73-252

LAND USE CONTRACT

(Endorsed) Filed FEB 13 1974
LAURENCE P. HENTON, Clerk
By BARBARA A. RODGERS Deputy

THIS LAND USE CONTRACT, made and entered into this 1974
day of November, 19 73, by and between

LLOYD M. EVELAND and EILENE T. EVELAND

c/o RODEGERDTS, MEANS, NORTHUP & ESTEY

P.O. BOX 610, Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H.

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 38 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 161. (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Leonard M. England
John J. England

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

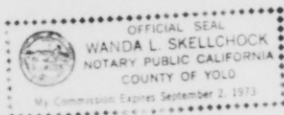
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this June 25, 1973, before me the undersigned ~~County Clerk~~ ^{Notary Public} of the County of Yolo, personally appeared LLOYD M. EVELAND and ILENE T. EVELAND, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25th day of June, 19 73.



Wanda L. Skellchock
LAURENCE P. HENIGAN, COUNTY CLERK
NOTARY PUBLIC

GUARANTEE

71 2926

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67864

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Micro Fiched

Rodegerdts, Means, Northup & Estey, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 15, 1973, 5:00 p.m.

, in the County of Yolo, State of California

Countersigned:

[Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #38 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67864

Effective Date: June 15, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: Lloyd M. Eveland and Ilene T. Eveland, his wife, as
Joint Tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property in the County of Yolo, State of California, described
as follows:

Micro Fiched
Lots 1 and 2 of the Northeast Quarter, and the South half of the Northeast Quarter
of Section 35, Township 10 North, Range 1 West, M. D. B. & M.

EXCEPTING THEREFROM an undivided $\frac{1}{2}$ interest in and to all oil, gas and minerals therein
and thereunder, together with the right of ingress and egress thereto, as reserved
in Deed executed by E. J. Peterson and Jennie L. Peterson, his wife, to A. H. McDaniel
and Mildred V. McDaniel, his wife, et al., by Deed dated January 31, 1955, and re-
corded February 1, 1955, in Book 444 of Official Records, at page 357.

NOTE: The Yolo County Assessor designates the herein described property on their
1972-73 Assessment Roll as Assessor's Parcel No. 21-350-21

NOTE: This Guarantee is limited to the above described property.



BK
25

AGREEMENT NO. 73-253

(Endorsed) Filed FEB 13 1974

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
Norman B. Slater and Carolyn Jane Slater
100 Box 33, Clarksburg, W. Va. 26301

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Adjacent to Preserve No. 83 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 141,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Harmon B. Slater
Caryn A. Slater

STATE OF CALIFORNIA)

) 33.

On November 19, 1923, before me, the under-

ARTHUR H. EDMONDS

the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA

32

COUNTY OF YOLO

ON JUNE 27th, 1973, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND

STATE, PERSONALLY APPEARED NORMAN B. SLATER AND CAROLYN GEIS SLATER, KNOWN TO ME TO

BE THE PERSONS DESCRIBED IN AND WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT,

AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES:

AUGUST 31st, 1973



ELSIE HICKEY - NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE.



RO 11230-033

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00

Street address or other ref.

APN 43-110-17

a California corporation, does hereby guarantee

County of Yolo
 and
 Norman B. Slater

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Norman B. Slater and Carolyn Geis Slater, his wife

Deed Recorded December 8, 1972

Micro Fiched

Document No. 17849

IRS. \$147.40

Record Description:

See attached Exhibit "A"

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 12, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

Attest:

SECRETARY

Addition to Preserve # 83

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel No. 1:

Lot 8, Holland Land Co., Subdivision No. 6, as shown on the map thereof filed in the office of the Yolo County Recorder on February 17, 1921, in Book 3 of Maps, at page 44.

EXCEPTING THEREFROM, however, that parcel of land conveyed to the Sacramento Northern Railway, a corporation, by deed recorded June 8, 1922, in Book 117 of Books, at page 210, and more particularly described as follows:

Beginning at the point of intersection of the center line of Central Avenue and the center line of "W" Ditch, said point of intersection being the Northwest corner of Lot 8; thence Easterly along the center line of Central Avenue a distance of 55 feet; thence Southerly parallel to and distant 55 feet at right angles Easterly from the center line of "W" Ditch a distance of 4577.29 feet to a point; thence along a tangent curve to the right, having a radius of 603.14 feet, through a central angle of $24^{\circ} 39' 1/2''$ a distance of 259.57 feet, more or less, to a point in the center line of "T" Ditch; thence Northerly along the center line of "T" Ditch, which is also the West line of Lot No. 8, a distance of 4828.93 feet; more or less, to the point of beginning;

Micro Fiched

ALSO EXCEPTING THEREFROM, an undivided 1/5th interest in and to all oil, gas and other minerals and hydrocarbon substances.

Parcel 17:

An undivided 1/5th interest in and to all of the oil, gas and other minerals and other hydrocarbon substances now or at any time hereafter, lying in or under the following described property to wit:

Lot 8, Holland Land Co., Subdivision No. 6, as shown on the map thereof filed in the office of the Yolo County Recorder on February 17, 1921, in Book 3 of Maps, at page 44.

EXCEPTING THEREFROM, however, that parcel of land conveyed to the Sacramento Northern Railway, a corporation, by deed recorded June 8, 1922, in Book 117 of Books, at page 210, and more particularly described as follows:

Beginning at the point of intersection of the center line of Central Avenue and the center line of "W" Ditch, said point of intersection being the Northwest corner of Lot No. 8; thence Easterly along the center line of Central Avenue a distance of 55 feet; thence Southerly parallel to and distant 55 feet at right angles Easterly from the center line of "W" Ditch a distance of 4577.29 feet to a point; thence along a tangent curve to the right, having a radius of 603.14 feet, through a central angle of $24^{\circ} 39' 1/2''$ a distance of 259.57 feet, more or less to a point in the center line of "T" Ditch; thence Northerly along the center line of "T" Ditch, which is also the West line of Lot No. 8, a distance of 4828.93 feet, more or less, to the point of beginning.

43-11

16

CO. RD 154

S. 88° 38' E.

CENTRAL AVE

2056.13

S 88° 51' E

2676.4'

T-1 DITCH

8-173.138A

9-133835A

7-357.128A.

(16)

348.848 ± Ac

4950.02' S R F 88° 51' 38" E

T-DITCH R/W S 0° 59' W

S N R R

S 88° 38' E

171.758 ± Ac

(18)

133.835 ± Ac

4369.16'

ROAD

CANAL

Micro Fished

(12)

440422Ac ±

(14)

26.852 ± Ac

MAIN

DRAINAGE

S 305.945' F-4 DITCH R/W

11-

NETHERLANDS

2673.72'

12-473.695A

RD

2649'

CO. RD.

F- DITCH

R.W.

S. 87° 21' E.

10

(form.)

99

ST. HWAY

JEFFERSON BLVD

S-DITCH R/W N 0° 51' E

6493.44'

31

12

10-

224' W 1549.51'

14852'

285.54 ± Ac

AGREEMENT NO. 23-254

(Endorsed) Filed FEB 13 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
Karlotta B. Jorgensen, Trustee
601 North 17th
San Jose, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 36 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974
and recorded in Volume 10F9 of Official Records at Page 144.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY *Arthur H. Edwards*
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

s/ *Karlotta B. Jorgensen*
Karlotta B. Jorgensen, Trustee

STATE OF CALIFORNIA)
COUNTY OF) ss.

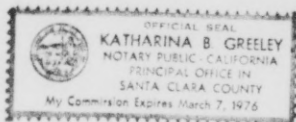
Micro Fiches

On this 6th day of June, 1973, before me,

KATHARINA B. GREELEY, Notary Public in and for
said County and State of California, duly commissioned and sworn,
personally appeared KARLOTTA B. JORGENSEN, known to me to be
the person whose name is subscribed to the within instrument
and who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

s/ Katharine B. Grealy
Notary Public in and for said
County and State of California.



STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 17, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

Baird and Rodgers

GUARANTEE

68 29439

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67444

Liability \$ 125.00

Fee \$25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

John Young

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 18, 1973, at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

John Young
Vice President

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Young

Secretary

Addition to Preserve # 36 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67444

Effective Date: May 18, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Karlotta B. Jorgensen, successor Trustee, under Order Settling Final
Account and Supplement thereto, and Decree of Distribution in the Matter
of the Estate of Fred Lederer also known as Fredrick David Lederer, deceased,
as set out under Probate No. 10328 in the Superior Court of the State of
California for the County of Yolo.

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

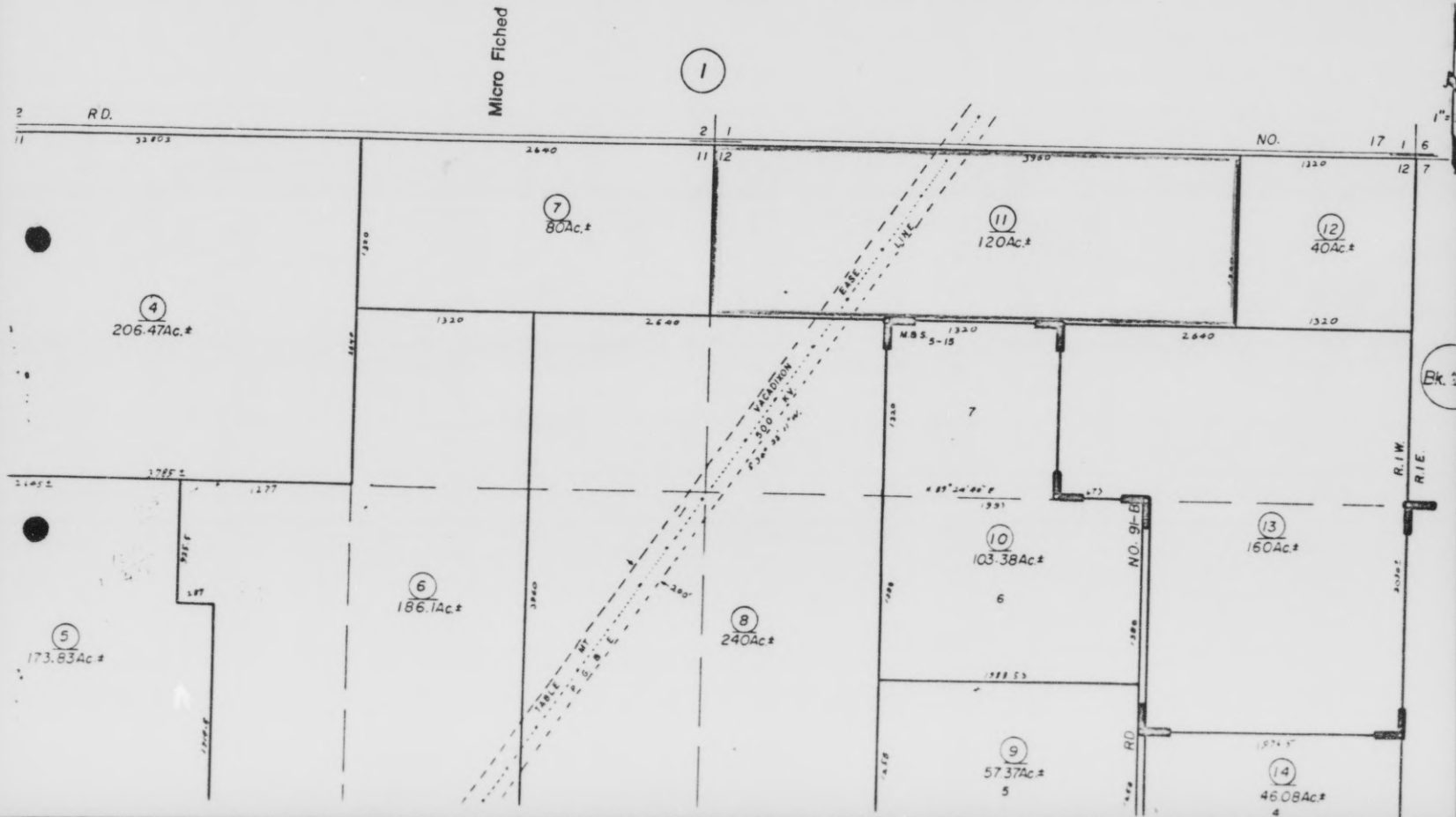
That certain real property situate in the County of Yolo, State of Calif-
ornia, more particularly described as follows, to wit:

The North half of the Northwest Quarter and the Northwest Quarter of the
Northeast Quarter of Section 12, Township 10 North, Range 1 West, M.D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on the
1972-73 Assessment Roll as Assessor's Parcel No. 49-020-11.

NOTE: This guarantee is limited to the above described property.

Micro Fiches



AGREEMENT NO. 73-155

(Endorsed) Filed FEB 18 1974
LAURENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____
Karlotta B. Jorgensen
Fredrick H. Jorgensen
601 North 17th
San Jose, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #1 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur J. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Karlotta B. Jorgensen
Karlotta B. Jorgensen

Frederick H. Lederer
Frederick H. Lederer

STATE OF CALIFORNIA }
COUNTY OF } ss.

On this 6th day of June, 1973, before me,
KATHARINA B. GREELEY, Notary Public in and for said
County and State of California, duly commissioned and sworn,
personally appeared KARLOTTA B. JORGENSEN known to me to be the
person whose name is subscribed to the within instrument and
who acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

Micro Fiches

s/ Katharina B. Greeley
Notary Public in and for said
County and State of California.



STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss.

On this 16th day of June, 1973, before me,
Michael H. Odum, Notary Public in and for said
County and State of California, duly commissioned and sworn,
personally appeared FREDERICK H. LEDERER known to me to be the
person whose name is subscribed to the within instrument and
who acknowledged to me that he executed the same.

s/ Michael H. Odum
Notary Public in and for said
County and State of California.



STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

Micro Fiched

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE F. HENIGAN, CLERK
LAURENCE F. HENIGAN, COUNTY CLERK

Barbara A. Rodgers

GUARANTEE

71 2930

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Micro Fiched

Order No. 67443

Liability \$125.00

Fee \$ 25.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

John Young

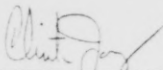
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

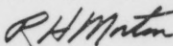
Dated as of May 22, 1973, at 5:00 p.m., in the County of Yolo, State of California

Countersigned:


Vice President

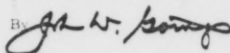
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 11 Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67443

Effective Date: May 22, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Karlotta B. Jorgensen and Frederick H. Lederer

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Micro Fiched

All that certain real property in the County of Yolo, State of California,
described as follows:

The West half of the Northeast Quarter; The East half of the Northwest Quarter;
The Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of
the Southeast Quarter of Section 2, Township 10 North, Range 1 West, M. D. B. & M.,
and the West 1/2 of the Southeast 1/4 of Section 35, Township 11 North, Range 1
West, M. D. B. & M.

EXCEPTING THEREFROM that portion of said East half of the Northwest Quarter of
Section 2, Township 10 North, Range 1 West lying Northerly of the Southerly line
of that certain property described in Deed to the State of California recorded
March 8, 1971 in Book 971, at page 53, of Yolo County, Official Records.

ALSO EXCEPTING THEREFROM a Life Estate in mineral rights as distributed to Dortha
C. Lederer et al., in that Order Settling Final Account and Decree of Distribution,
dated May 13, 1971, recorded August 3, 1971, in Book 986, at page 197, of Yolo
County Official Records.

NOTE: The Yolo County Assessor designates the herein described property on the
1972-73 Assessment Roll as Assessor's Parcel Nos. 19-402-03 and 49-010-05.

NOTE: This guarantee is limited to the above described property.

C. RD

$$\begin{array}{r} 34 \\ 3 \end{array}$$

505

NO.

16

CU RD No. 94

Micro Fiched

Bk.19

35 | 36

T. I. N.

$$2 \mid l^2$$

T. ION

 $1.04 A_C, \pm$

②
131.99Ac.±

(5)
240Ac.†

⑥
160Ac. $\frac{1}{2}$

4
97.28Ac.主

9 (3) 1
41.69Ac*

CO.

3	2
10	11

RD

CO

САРДЫ

GAÑADA

RANCHO



Bk 21

NOTE—FOR LEASEHOLD INTERESTS IN
MINERAL RIGHTS SEE PG. 61

NOTE—Assessor's Block Numbers Shown in Ellipse

AGREEMENT NO. 73-256

(Endorsed) Filed FEB 13 1974
LAURENCE P. MENIGAN, Clerk
BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between _____
Alice Johanna Ade aka
Alice Johanna Schmidt
Rt. 3, Box 725
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

WITNESSETH:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Adjacent to Preserve No. 15 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 166,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Alvin Johnson
Alvin Johnson

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

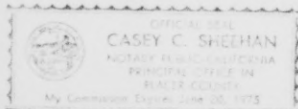
LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Placer

{ ss

ON June 27, 1923 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alice Johanna Ade, aka Alice Johanna Schmidt



known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.

Notary's Signature

Casey C. Sheehan

LAURENCE P. HENIGAN, COUNTY CLERK

GENERAL ACKNOWLEDGMENT
Form No. 16

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$15.00

LIABILITY \$100.00

ORDER No. 37333

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

ALICE JOHANNA ADE,

aka

ALICE JOHANNA SCHMIDT.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Micro Fiched

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 20, 1973 at 8:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

by *Kurt Mathews*
Kurt Mathews Assistant Secretary for the Company

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

The land referred to in this report is situated in the State of California, County of Yolo, and is described as follows:

Lots 11 and 12 of Hopkin's Subdivision of a portion of the Grant to J. M. Harbin and others as said subdivision was amended by the Bank of Yolo, such amended map being on file and of record in the Office of the County Recorder of said Yolo County, and known as Assessor's Parcel No. 25-290-08.

A The last recorded instrument purporting to transfer title to said real property is: Decree of Distribution to:

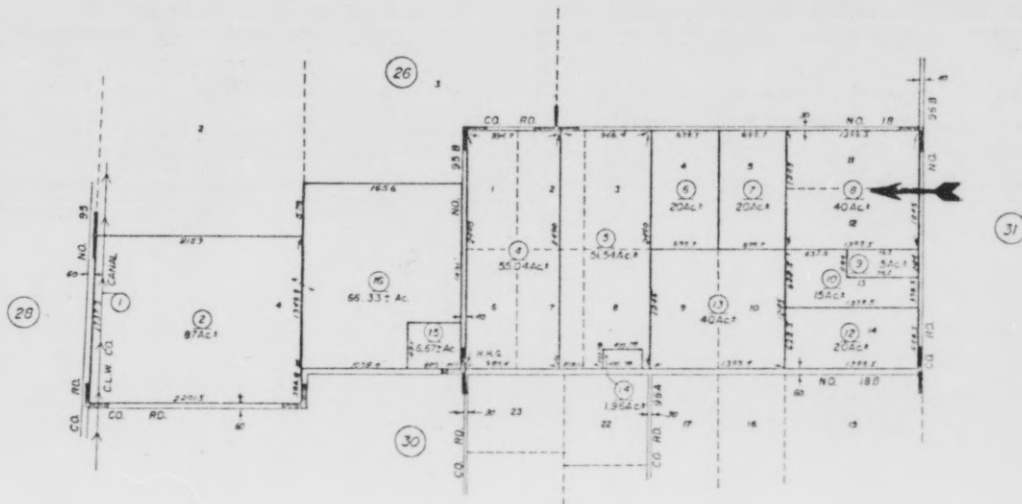
ALICE JOHANNA SCHMIDT who acquired property as Micro Fiched

ALICE JOHANNA ADE, a married woman.

~~B There are no mortgages or other liens or claims against the real property described above which are not shown on the above schedule.~~
Excluded.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:



MB Bk. 1, Pg. 51 - Hoppin Subd. of the Harbin Grant, Lots 1-14
 MB Bk. 2, Pg. 8 - Emily Hoppin's Subd. No. 2

Assessor's Map Bk 25 Pg 29
 County of Yolo, Calif.

(formerly por. 25-02)

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division
313 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

Southwest Division
114 West Adams Street
Phoenix, Arizona 85002
(602) 942-0313

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 734-9586

Guarantee

Issued by

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
94612

Alameda County
1525 Washington Street, Oakland
94612

Contra Costa County
1322 North Main Street, Walnut Creek
94595

Fresno County
1004 North Van Ness Avenue, Fresno
93704

Kern County
1100 Chester Avenue, Bakersfield
93304

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Brea, Los Angeles
90013

Orange County
830 North Main Street, Santa Ana
92701

Sacramento County
1424 J Street, Sacramento
95811

San Diego County
Store and A Street, San Diego
92101

San Francisco County
214 Van Ness Avenue, San Francisco
94102

San Mateo County
802 Broadway Avenue, Redwood City
94061

Santa Clara County
151 West Santa Clara Street, San Jose
95101

Yuba County
319 Main Street, Woodland
95694

ASSOCIATED COMPANIES

El Dorado County
SILVERADO TITLE COMPANY
2040 Lake Tahoe Boulevard
Tahoe Springs Building
Box 1000, South Lake Tahoe
96150

Marin County
MARIN TITLE GUARANTEE COMPANY
1000 Fourth Street, San Rafael
94901

Mendocino County
REDWOOD EMERALD TITLE COMPANY
2000 Mendocino County
200 North State Street, Ukiah
95568

Shasta County
SHERIDAN TITLE GUARANTEE COMPANY
100 Court Street, Redding
96001

Sonoma County
REDWOOD EMERALD TITLE COMPANY
2000 Cleveland Avenue, Santa Rosa
95401

AGREEMENT NO. 73-257

(Collected) Filed **FEB 13 1974**
JENNIFER P. MENDHAM, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
Edward A. and Thera Vanette Morris
P.O. Box D-1
Ramsay, Calif. 95879
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 141, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Edward A. Morris
Theresa V. Morris

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiches

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

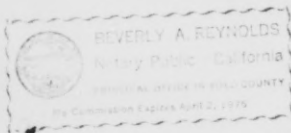
Barbara Rodgers

STATE OF CALIFORNIA.

County of Yolo ss.
 On this 21th day of June
seventy three before me, Hebert A. Reynolds
 a Notary Public, State of California, duly commissioned and sworn, personally appeared

known to me to be the person 8 whose name 8 subscribed to the within instrument
and acknowledged to me that 9 he 9 executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the _____ County of _____ the day and year in this
certificate first above written.



Cowdery's Form No. 32--Acknowledgment--General.
(C. C. Sec. 1190a)

Beverly A. Reynolds
Notary Public, State of California
My Commission Expires _____

GUARANTEE

71 2923

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67847

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Edward A. Morris and Thora Vanette Morris

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1973, 5:00 p.m.

, in the County of Yolo, State of California

Countersigned:

[Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Additox to Preserve # 35 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67847

Effective Date: June 14, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
 Yolo County, California, and the indices of the County Recorder of said
 County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: Edward A. Morris and Thora Vanette Morris, his wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, and is described as follows:

Micro Fiched

Beginning at a point on the North line of Lot 20, as shown on the plat of the Smith and Rumsey Tract filed in the office of the County Recorder on July 13, 1892, in Book 1 of Maps, page 38, which point is common to Lots 16, 17, and 20, as shown on said Plat, which point is further described as being located S. 42 deg. 00' E. 1758.3 feet; S. 48 deg. 45' W. 1315.4 feet; S. 41 deg. 15' E. 859.1 feet and S. 54 deg. 24' E. 346 feet from the quarter Section corner common to Sections 17, and 18, in T. 12N. R. 3 West, M. D. B. & M., thence from said point of beginning along the line common to Lots 17, and 20, N. 82 deg. 53' West 193.49 feet, and S. 67 deg. 18' West 525 feet; thence along the line common to Lots 18, and 20, S. 67 deg. 18' West 218 feet; S. 75 deg. 11' W. 198 feet; N. 84 deg. 59½' West 557.9 feet and S. 83 deg. 33' W. 182 feet to the Southwest corner of said Lot no. 18; thence N. 9 deg. 14' West, along the West line of said Lot 18, and along the E. line of Lot 19, a distance of 1250.0 feet to the corner common to Lots 18 and 19 and Lot 14, as shown on said plat, thence along the line common to Lots 14 and 19, N. 82 deg. 44' West 314.8 feet and N. 56 deg. 59' West 516 feet to the center line of Cache Creek; thence along the center line of Cache Creek the following courses and distances: S. 10 deg. 32½' W. 1234.77 feet; S. 17 deg. 35' E. 700 feet; S. 47 deg. 57' E. 668 feet; S. 52 deg. 08' E. 953 feet; S. 67 deg. 02' E. 253 feet; N. 26 deg. 16' E. 542 feet; N. 57 deg. 14' E. 436 feet; N. 48 deg. 38' E. 758 feet and S. 80 deg. 11' E. 1117 feet to a point which is S. 54 deg. 24' E. 1220 feet from the point of beginning, thence leaving center line of Cache Creek N. 54 deg. 24' West 1220 feet to the place of beginning.

EXCEPTING THEREFROM an undivided 7/8ths interest in and to all oil, gas, minerals, and other hydrocarbons in and under the above described property, as reserved by Irma Ford in Deed recorded in Book 403 of Official Records, at page 174.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 18-660-25 and 18-660-31.

NOTE: This Guarantee is limited to the above described property.

Smiths Tract
Tract



AGREEMENT NO. 23-259

(Detached) Filed **FEB 13 1974**
LAWRENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between _____
T. S. Glide, Jr. and Katrina D. Glide

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 161, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur G. Glendon
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

T. S. Glide, Jr.
(T. S. Glide, Jr.)

Katrina D. Glide
(Katrina D. Glide)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors. Micro Fiches

Witness my hand and official seal the day and year first above appearing.

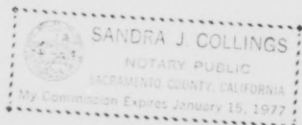
LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this 27 day of June, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared T. S. Glide, Jr. and Katrina D. Glide, known to me to be the person(s) whose name(s) xx are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra J. Collings
Notary Public



RO 11230-038

Record Owner Guarantee

Title Insurance and Trust Company

Fee \$ 25.00

Street address or other ref.

37-190-02

37-190-03

a California corporation, does hereby guarantee

County of Yolo
and

T. S. Glide, Jr.

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is **T. S. Glide, Jr., and Katrina D. Glide, his wife, as tenants in common**

Deed Recorded **March 15, 1966 as to APN 37-190-02, Book 822 page 513**
as to APN 37-190-03, Book 822 page 510

Document No. **as to APN 37-190-02: 3080-as to APN 37-190-03: 3078**

IRS. \$ None

Record Description:

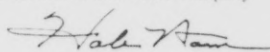
See Exhibit A attached

Micro Fiched

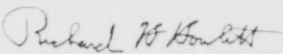
No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of **June 13, 1973** @ 7:30 A.M.

Title Insurance and Trust Company

by 

PRESIDENT

Attest: 

SECRETARY

Addition to President # 9

EXHIBIT A

All that real property situate in the County of Yolo, State of California, described as follows:

All of Parcel "A" as said Parcel is shown on that certain record of Survey of Portions of Section 13, 14, 23 and 24, Township 8 North, Range 1 East, M.D.B.&M., filed in the office of the Recorder of Yolo County on January 8, 1962 in Book 9 of Maps and Surveys, at page 9, more particularly described as follows:

Beginning at the quarter corner common to Section 12 and 13, Township 8 North, Range 1 East, M.D.B.&M., thence South $0^{\circ}10'49''$ East along the East line of the West one-half of said Sections 13 and 24, 7417.00 feet to an iron pipe set in the fence line along the South edge of the Clear Lake Water Company ditch; thence continuing South $0^{\circ}10'49''$ East 170.0 feet more or less to the center of the present Putah Creek the following courses: North $79^{\circ}33'30''$ West 815.00 feet, North $68^{\circ}00'$ West 505.00 feet, North $71^{\circ}35'$ West 827.00 feet and North $72^{\circ}17'$ West 650.00 feet; thence leaving said center of Putah Creek, North $0^{\circ}19'$ West 360.00 feet, more or less, to an iron pipe set in said fence line along the South edge of the Clear Lake Water Company Ditch and on the center line of a private road; thence continuing North $0^{\circ}19'$ West along said center line of said private road 2,655.60 feet; thence North $89^{\circ}42'$ East 1340.97 feet; thence North $0^{\circ}15'30''$ West 3774.85 feet to the North line of said Section 13; thence South $89^{\circ}46'$ East along said North line of Section 13, 1343.29 feet to the point of beginning.

TOGETHER WITH the following:

Micro Fiched

1. A right of way for road purposes over a strip of land 50 feet wide, the West line of which is described as follows:

Beginning at a point on the North line of Section 13, Township 8 North, Range 1 East, M.D.B.&M., that is distant South $89^{\circ}46'$ East 476.45 feet from the Northwest corner thereof as shown on that certain Record of Survey filed in Maps and Surveys Book 9 at page 9 of Yolo County Records; thence South $48^{\circ}06'$ West 695.00 feet; thence South $30^{\circ}26'$ West 57.50 feet; thence South $0^{\circ}19'$ East 3271.19 feet to the North terminus of that course designated "North $0^{\circ}19'$ West 2655.60 feet" on said Record of Survey.

2. A right of way for road purposes over a strip of land 25 feet wide, the East line of which is described as follows:

Beginning at the North terminus of the course designated "North $0^{\circ}19'$ West 2655.60 feet" on said Record of Survey, thence South $0^{\circ}19'$ West 2655.60 feet;

RESERVING unto Muriel P. Worden the joint use of said roadways. The above described rights of way are for the use and benefit of all of Parcel A as said Parcel is shown on that certain Record of Survey of Portions of Sections 13, 14, 23 and 24, Township 8 North, Range 1 East, M.D.B.&M., filed in the office of the Recorder of Yolo County on January 8, 1962 in Book 9 of Maps & Surveys at page 9.

All that real property situate in the County of Yolo, State of California, described as follows:

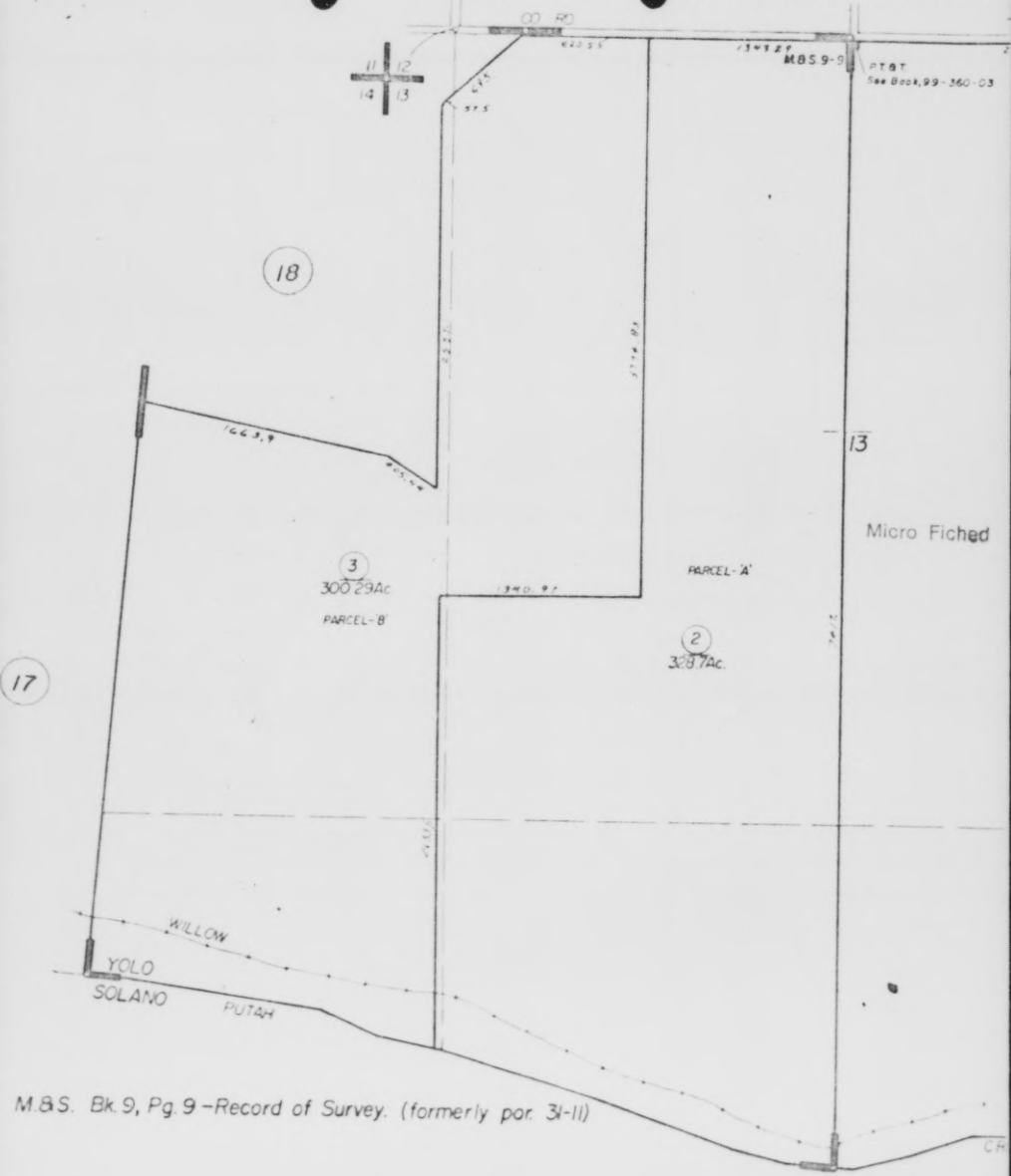
All of Parcel "B" as said Parcel is shown on the certain Record of Survey of Portions of Sections 13, 14, 23 and 24, Township 8 North, Range 1 East, M.D.B.&M., filed in the office of the Recorder of Yolo County on January 8, 1962 in Book 9 of Maps & Surveys at page 9, more particularly described as follows:

BEGINNING at a point on the North line of said Section 13 that is distant South 89° 46' East 476.45 feet from the Northwest corner thereof; thence along said North line of Section 13, South 89° 46' East 820.55 feet; thence South 0° 15' 30" East 3774.85 feet; thence South 89° 42' West 1340.97 feet to the center line of a private road; thence South 0° 19' East along the center line of said private road 2655.60 feet to an iron pipe set in the fence line along the South edge of the Clear Lake Water Company Ditch; thence continuing South 0° 19' East 360.0 feet, more or less, to the approximate center of the present Putah Creek channel; thence along said center of Putah Creek the following courses: North 70° 35' West 655.00 feet, North 78° 12' 30" West 806.25 feet; North 87° 28' West 403.00 feet and North 84° 21' West 503.00 feet to the Southwesterly projection of the fence line marking the property line between the Glide and the Pierce Ranches; thence leaving the center of Putah Creek and along said property line North 4° 22' 50" East 390.00 feet, more or less, to an iron pipe set on said fence line along the South edge of said Clear Lake Water Company Ditch; thence continuing along said property line North 4° 22' 50" East 3470.00 feet to the Southwest corner of the property conveyed to Wesley Wooden by deed recorded in the office of the Recorder of Yolo County in Book 428 of Official Records at page 573; thence South 77° 59' 50" East along the South line of said Wooden Parcel 1663.90 feet and South 57° 33' 30" East 405.44 feet; thence along the East line of said Wooden Parcel and along a fence line the following courses: North 0° 19' West 2555.10 feet, North 30° 26' 30" East 57.50 feet, and North 48° 06' East 695.00 feet to the point of beginning.

NOTE: Appurtenant to the above described property is a right of way for road purposes over a strip of land 25 feet wide, the West line of which is described as follows: BEGINNING at the North terminus of the course designated "North 0° 19' West 2655.60 feet" on that certain Record of Survey filed in Maps & Surveys Book 9 at page 9 of Yolo County Records, thence South 0° 19' East 2655.60 feet.

37-19

SEC. 13 & POR. SEC. 14, 23 & 24, T.8N., R.1E



M.B.S. Bk.9, Pg.9-Record of Survey. (formerly par. 31-11)

NOTE - Assessor's Block N
Assessor's Report



RO 11230-037

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00
 Street address or other ref.
 37-170-02

a California corporation, does hereby guarantee

County of Yolo

and

T. S. Glide, Jr.

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

T. S. Glide, Jr. and Katrina D. Glide, as tenants in common

Deed Recorded December 16, 1973 in Book 739 Page 266

Document No. 14980

Micro Fiched

IRS. \$ None

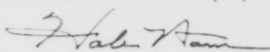
Record Description:

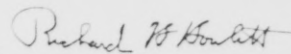
See Exhibit "A" attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 13, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

by 
 PRESIDENT

Attest: 
 SECRETARY

Addition to Preserve # 9

EXHIBIT "A"

All that real property situated in the County of Yolo, State of California, described as follows:

PARCEL ONE: That certain portion of Parcel 3 of the F. E. Russell Estate as said parcel is delineated and so designated on that certain map of the F. E. Russell Estate Lands on file in the Office of the Recorder of Yolo County in Book 4 of Maps and Surveys at page 77, particularly described as follows:

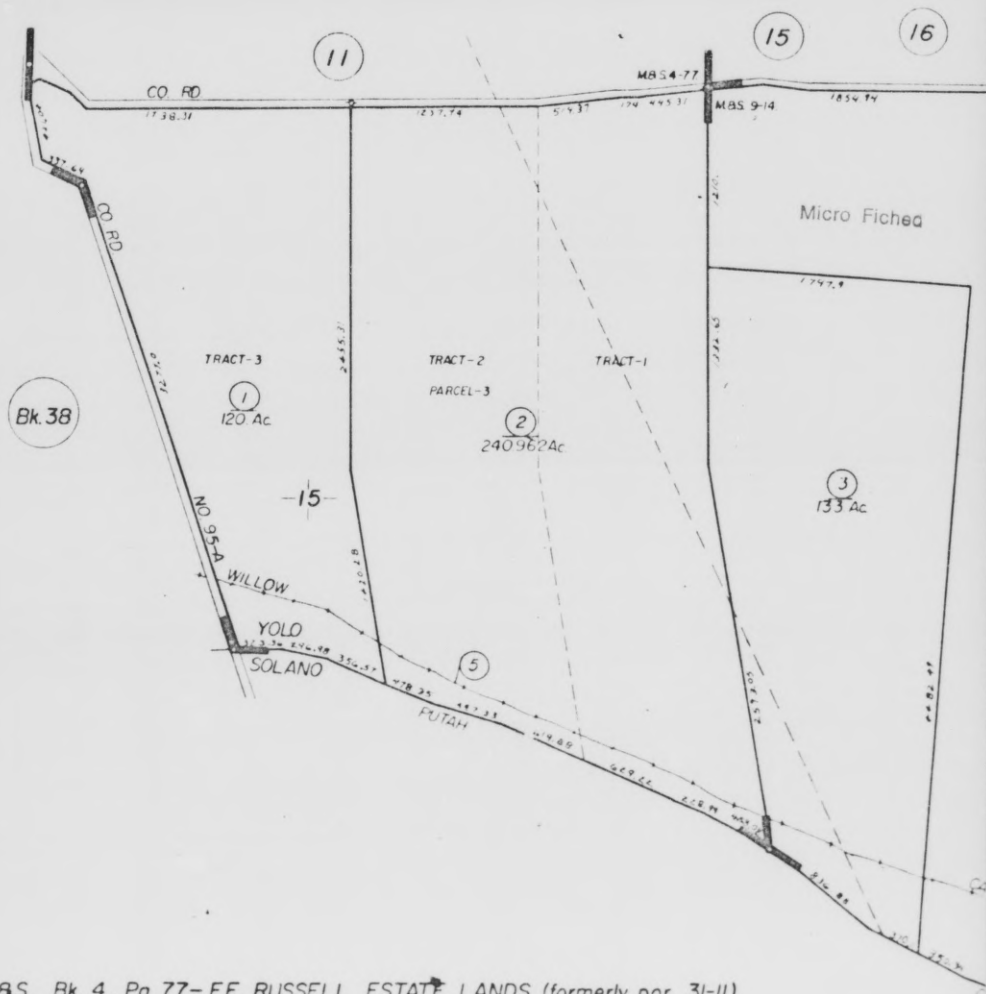
BEGINNING at a point on the center line of the right of way of the County Highway 32 extending from Davis to Winters, said point being distant South 84° 18' West 445.31 feet; thence South 88° 00' West 174.00 feet; thence South 83° 30' West 514.37 feet from the Northeast corner of fraction Section 15, Township 8 North, Range 1 East, M.D.B.&M., and running thence from said point of beginning and along the center line of said highway rights of way South 83° 30' West 24.59 feet; thence North 89° 52' West 1237.74 feet; thence leaving said Highway South 0° 29' 30" East and parallel to the East line of said Section 15, a distance of 2455.31 feet to a point; thence South 9° 29' 30" East 1420.28 feet to the center of Putah Creek; thence down and along the center of said creek South 67° 51' 30" East 391.79 feet; thence South 73° 52' 30" East 447.33 feet; thence South 66° 25' East 607.92 feet; thence leaving said creek North 9° 29' 30" West 1951.96 feet to a point; thence North 0° 29' 30" West and parallel to the East line of Section 15 a distance of 2445.95 feet to the point of beginning.

Micro Fiched

PARCEL TWO: That certain portion of Parcel 3 of the F. E. Russell Estate Lands as said Parcel is delineated and so designated on that certain map of F. E. Russell Lands on file in the Office of the Recorder of Yolo County in Book 4 of Maps and Surveys at Page 77, particularly described as follows:

BEGINNING at a point in the center line of County Road 32, at the Northeast corner of Section 15, Township 8 North, Range 1 East, M.D.B.&M., thence along said center line South 84° 18' West 445.31 feet, South 88° 00' West 174 feet and South 83° 30' West 514.37 feet; thence leaving said center line South 0° 29' 30" East parallel with the East line of said Section 15, a distance of 2445.95 feet; thence South 9° 29' 30" East 1951.96 feet to the center line of Putah Creek; thence down and along said center line of Putah Creek South 66° 25' East 11.96 feet, South 66° 06' 30" East 629.22 feet, South 66° 15' East 228.99 feet and South 62° 17' 30" East 488.08 feet; thence leaving said Creek center line North 9° 29' 30" West 2550 feet to the East line of said Section 15; thence North 0° 29' 30" West along said Section line 2543.23 feet to the point of beginning.

POR. SEC. 8 & 23, FRAC. 15, T. 8 N. R. 1 E., M.D.B. & M.



M&S. Bk. 4, Pg. 77- F.E. RUSSELL ESTATE LANDS. (formerly por. 31-11)

M&S. Bk. 9, Pg. 14- Record of Survey (formerly por. 31-11)

NOTE - Assessor's Block Number
Assessor's Parcel Number

AGREEMENT NO. 73-259

(Endorsed) Filed FEB 13 1974
LAWRENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1974
day of November, 19 23, by and between _____
PEGGY GLIDE COLBY f/k/a Margaret Glide
and _____
THORNTON GLIDE a/k/a T. S. Glide, Jr.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 9 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched
NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

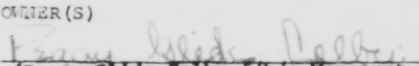
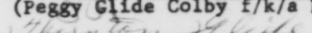
COUNTY OF YOLO

BY 

CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)


(Peggy Glide Colby f/k/a Margaret Glide)

(Thornton Glide a/k/a T. S. Glide, Jr.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

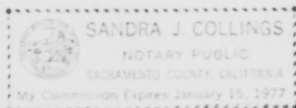
LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara J. Rodgers

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this 27th day of June, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peggy Glide Colby and Thornton Glide, known to me to be the person(s) whose name(s) ~~xx~~ are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra J. Collings
Notary Public



RO 11230-036

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00
 Street address or other ref.
 37-170-03
 37-170-04

a California corporation, does hereby guarantee

County of Yolo
 and
 T. S. Glide, Jr.

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Margaret Glide and Thornton Glide, in equal shares

Micro Fiched

Deed Recorded September 17, 1919, in Book 97 of Deeds, page 101

Document No. does not apply

IRS. \$ None

Record Description:

See Exhibit "A" attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 13, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

by

Hal Nam

PRESIDENT

Attest:

Richard H. Bonlett

SECRETARY

Addition to Preserve # 9

Exhibit "A"

All those certain lots, pieces or parcels of land, situate, lying and being in the County of Yolo, State of California, and bounded and described as follows:

The Northwest 1/4 of Section 14; the fractional Southwest 1/4 of Section 14; and the fractional Northwest 1/4 of Section 23, all in Township 8 North, Range 1 East, M.D.B.&M., also a tract of land described as follows, to-wit: commencing at quarter section post on South boundary of Section 11, Township 8 North, Range 1 East, M.D.B.&M., thence East 13.31 chains to the Northeast corner of Hext land, as surveyed by Amos Mathews, Deputy Surveyor, thence along the East boundary of said Hext land south, 12.75 chains to corner of board fence, thence South $3^{\circ} 30'$ West 87.25 chains to right bank of Putah Creek, thence North 80° West 7.52 chains to point in center of Section 23, said Township and Range, thence North through the center of Sections 23 and 14, 97.43 chains to the point of beginning.

Micro Fiched



RO 11230-035

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00

Street address or other ref.

37-130-07 RLS

a California corporation, does hereby guarantee

County of Yolo
and
T. S. Glide, Jr.

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Margaret Glide and Thornton Glide in equal shares

Deed Recorded September 17, 1919 in Book 97 of Deeds, page 101

Document No. does not apply

Micro Fiched

I.R.S. \$ None

Record Description:

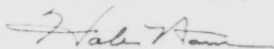
All those certain lots, pieces or parcels of land, situate, lying and being in the County of Yolo, State of California, and bounded and described as follows:

Lots 23, 32, 33, 34, 35 and 36 of the M. Diggs Tract as shown by the plat or subdivision thereof on file in the office of the County Recorder of said Yolo County in Book 3 of Maps and Surveys at page 48.

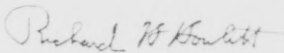
No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 13, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

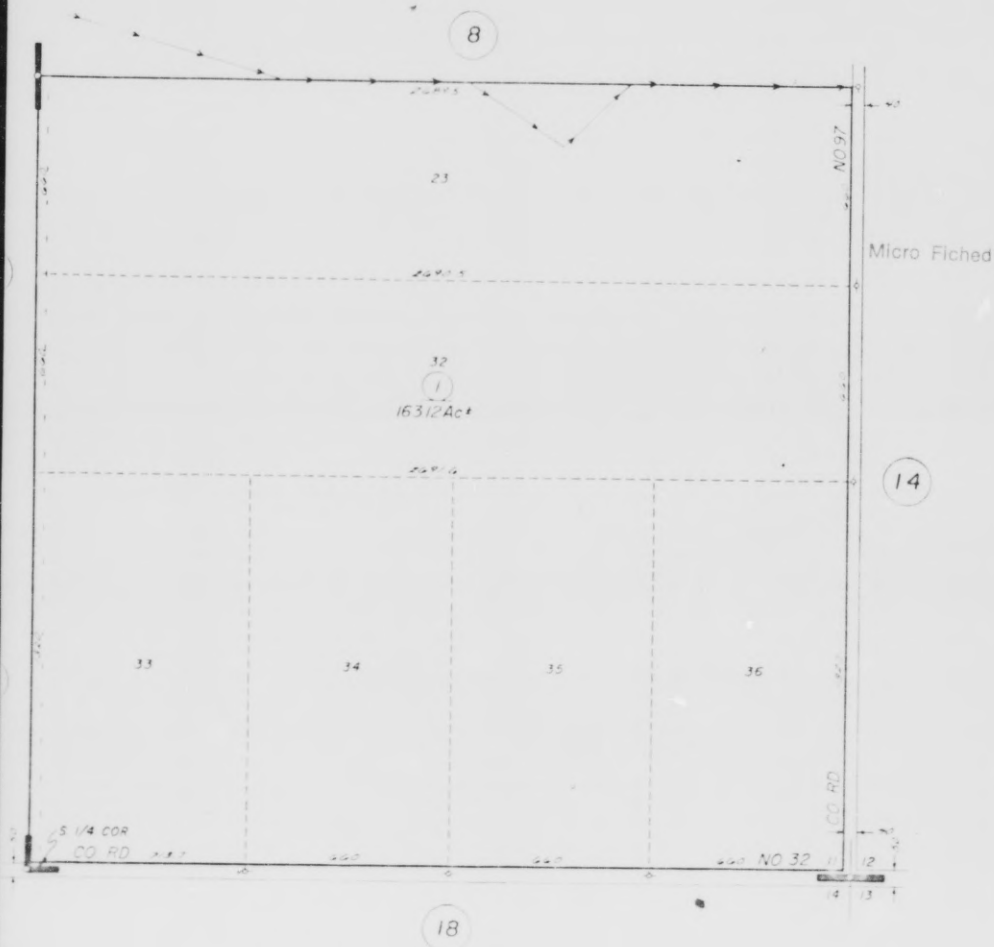
by 

PRESIDENT

Attest: 

SECRETARY

Addition to Preserve #9 "Exhibit A"



Assessor's Map Bk. 37 Pg. 13.
County of Yolo, Calif.

(formerly Bk 31, Pg. 44)

NOTE - Assessor's Block Numbers Shown in Ellipses

Assessor's Parcel Numbers Shown in Circles

APR 19 1962

AGREEMENT NO. 73-260

(Endorsed) Filed FEB 13 1974
LAURENCE P. HENICAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
Caroline S. Oliver
Route 3, Box 775
Woodland, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Adjacent to Preserve No. 15 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 19 74
and recorded in Volume 1089 of Official Records at Page 161.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Barbara A. Oliver

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balmar Rodgers

TD 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF YOLO } ss.

On JUNE 28, 1973 before me, the undersigned, a Notary Public in and for said
State, personally appeared CAROLINE S. OLIVER

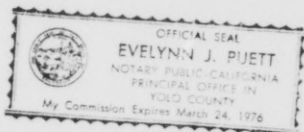
to be the person whose name is subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett
Evelynn J. Puett

Name (Typed or Printed)



(This area for official notarial seal)



RO 12230-070

Record Owner Guarantee

Title Insurance and Trust Company

a California corporation, does hereby guarantee

CAROLYN S. OLIVER

 Fee \$ 25.00
 Street address or other ref.
 25.330-10
 25-320-08

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is The heirs or devisees of Joseph Oliver, deceased, Case No. 12265, as to parcel 1: and Carolyn Oliver, also known as Carolyn S. Oliver, as to the remainder. Upon recording of the decree of distribution, parcel 1, will also be vested in Carolyn S. Oliver. AKA CAROLINE OLIVER.

XXXXXXXXX Affidavit of death of Joint tenant, recorded June 28, 1973.

Document No. 9512

I.R.S. \$ None

Micro Fiched

Record Description: SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 28, 1973 @ XXXXXXXX 10:30 AM.

Title Insurance and Trust Company

by

PRESIDENT

Attest:

SECRETARY

Adjacent to Preserve #15

EXHIBIT "A"

Parcel 1.

All that certain real property situated in the County of Yolo, State of California, more particularly described as follows, to wit:

A portion of Lots 6 and 7 of Amonvina Subdivision of a part of the Rancho Rio Jesus Maria, as shown on the map of said Subdivision, in Book 2 of Maps, at page 36, in the office of the County Recorder of the County of Yolo and more particularly described as follows:

Beginning at an old iron pipe on the west boundary line of said Lot 7, which is North $10^{\circ} 51'$ East, 382.95 feet from an old granite monument which marks the Southwest corner of Lot 7, and running thence North $10^{\circ} 51'$ East, 486.45 feet to an old iron pipe, thence South $89^{\circ} 20'$ East, 1318.95 feet to an old iron pipe on the East boundary line of a tract of land described in Book 97 of Deeds, at page 272, Yolo County Records, thence South 478.81 feet to an old iron pipe on the East boundary line of said tract of land; thence North $89^{\circ} 20'$ West, 1410.51 feet to the place of beginning, containing 15 acres of land.

Micro Fiched

Parcel 2.

Lot 6 as shown on the map or plat of Clanton's Subdivision of Lot 1, of Willow Oak Park, filed for record in the office of the County Recorder of the County of Yolo on August 4, 1890, in Book 46 of Deeds at page 604.

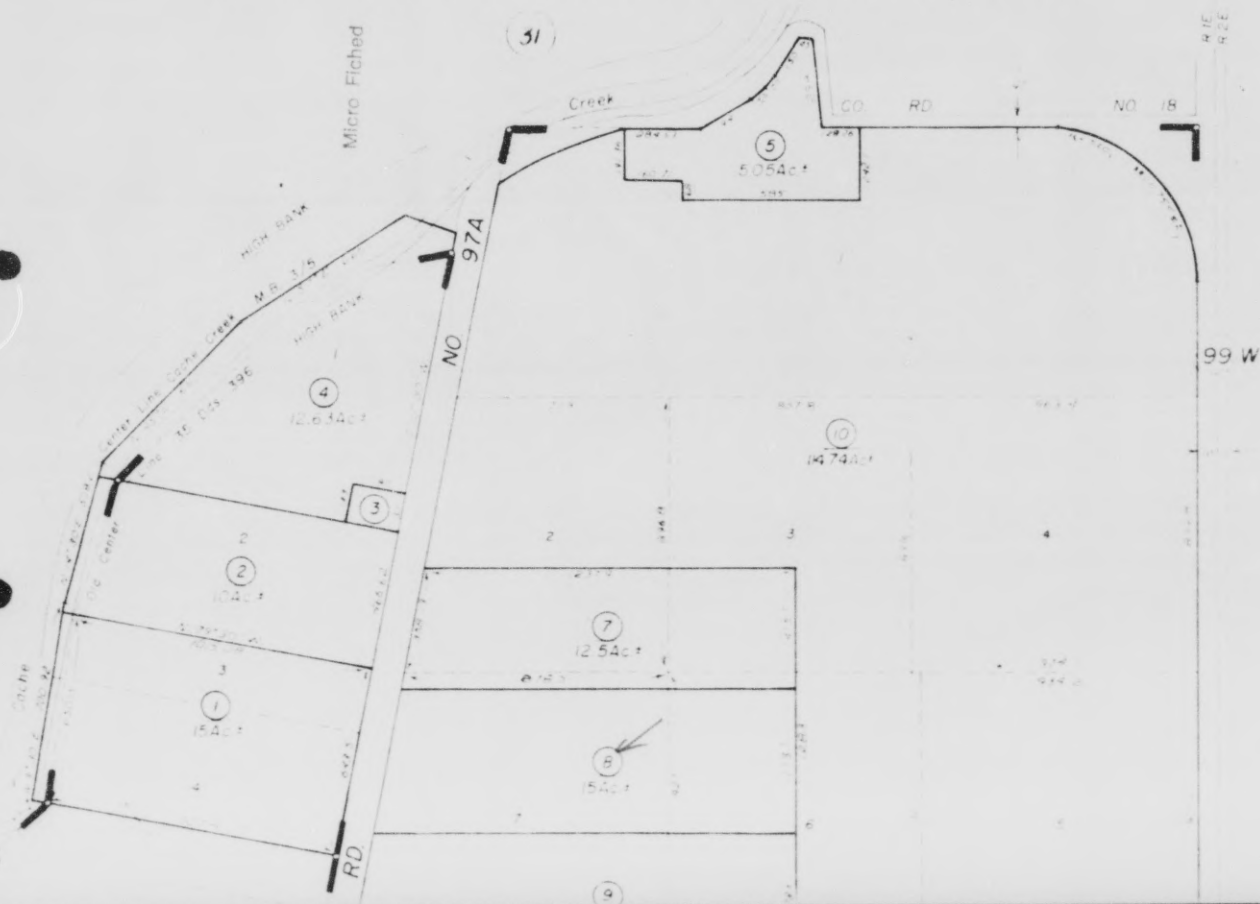
Parcel 3.

All that real property situate in the County of Yolo, State of California, described as follows:

Beginning at the Southeast corner of Lot 4 of Clanton's Subdivision of Lot 1 of Willow Oak Park as said lot is shown by a resurvey of said Subdivision filed for record in the Recorder's Office of Yolo County, California, on July 22, 1952, in Book 7 of Maps and Surveys at Page 28, and extending thence along the Easterly line of said Lot 4, N. $11^{\circ} 02' 46''$ E., 368.15 feet to a point which is located S. $11^{\circ} 02' 46''$ W., 643.50 feet from the Northeast corner of Lot 3, as shown on the above mentioned resurvey; thence N. $78^{\circ} 57' 14''$ W., 1030 feet to a point on the Westerly line of Lot 4 and the existing center line of Cache Creek; thence along said lot line and creek center line, S. $38^{\circ} 03' 18''$ W., 116.14 feet, and S. $69^{\circ} 48' 28''$ W., 181.71 feet to the most Westerly corner of said lot; thence along the Southerly line of said lot S. $71^{\circ} 06' 55''$ E., 1249.79 feet to the point of beginning. EXCEPTING THEREFROM that portion thereof that lies Northerly and Westerly of the center line of Cach Creek as said center line would exist under natural conditions.

W.G.C





AGREEMENT NO. 73-261

LAND USE CONTRACT

Filed FEB 13 1974
LAURENCE R. MENICAN, Clerk
By BARBARA A. RODGERS, Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
Leon R. Miguel & Placida S. Miguel
116 East Keystone Avenue
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 41 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974
and recorded in Volume 1089 of Official Records at Page 661,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Leon R. Miguel
Heather J. Miguel

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Bolgers
DEPUTY

STATE OF CALIFORNIA,

County of Yolo

On this 28th day of June, 1973, in the year one thousand nine
hundred and 73, before me, the undersigned,
a Notary Public, State of California, duly commissioned and sworn, personally appeared

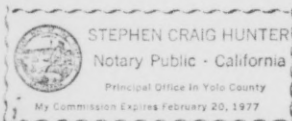
Leon R. Miguel and Placida S. Miguel
known to me to be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

Stephen Craig Hunter
Notary Public, State of California

My Commission Expires.....

Notary Public, State of California



Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

GUARANTEE

71 2928

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67375-A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Leon R. Miguel and Placida S. Miguel

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Micro Fiched

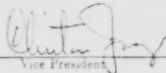
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

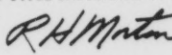
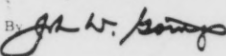
Dated as of June 20, 1973, 5:00 p.m.

, in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By  President
By  Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No67875-A

Effective Date: June 20, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: Leon R. Miguel and Placida S. Miguel, his wife, at Joint
Tenants.

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

The Northwest Quarter of Section 1, Township 10 North, Range 2 West,
M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property
on their 1972-73 Assessment Roll as Assessor's Parcel No. 21-780-03.

NOTE: This Guarantee is limited to the above described property.

AGREEMENT NO. 73-262

LAND USE CONTRACT

(Endorsed) Filed FEB 14 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

THIS LAND USE CONTRACT, made and entered into this 1972
day of November, 19 73, by and between _____
Santa Roseport, Inc., a California corporation

116 East Kingston Avenue
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 2 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur W. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

X Santa Properties Inc

by Heidi S. Mignel Secretary

Leon R. Mignel President

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing. Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balrind Rodgers
DEPUTY

STATE OF CALIFORNIA,

County of Yolo } ss.

On this 20th day of June in the year one thousand nine hundred and 73 before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Leon E. Miguel and Placida E. Miguel known to me to be the President & Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Stephen Craig Hunter
Notary Public, State of California.

My Commission Expires

Notary Public, State of California.

Cowdery's Form No 28—(Acknowledgment Corporation).
(C. C. Secs. 1190—1190.1)

GUARANTEE

71 2929

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67875-B

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

Micro Fiched

GUARANTEES

Santi Properties, Inc., a California corporation herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

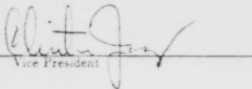
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1973, 5:00 p.m.

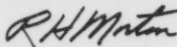
, in the County of Kolo, State of California

Countersigned:


Vice President

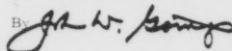
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 2 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67875-B

Effective Date: June 20, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: Santi Properties, Inc., a California corporation

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property in the County of Yolo, State of California, **Micro Fiched**
described as follows:

Lot 40, Cadenasso Colony Tract, as shown on the Official Plat thereof, filed for
record in the office of the Yolo County Recorder in Book 1 of Maps, at page 29.

ALSO BEGINNING at a point on the center line of the Southern Pacific Railroad
Company's (formerly Clear Lake Division of the Northern Railway Company's Railroad)
where the said center line intersects the Southwesterly projection of the dividing
line between the lands now or formerly of Sam Schwab and the lands now or formerly
of Victor De Marais, at or near Engineer's Station 518+70; thence Northeasterly
along said dividing line, a distance of fifty feet, more or less, to the North-
easterly line of right of way of said Railroad; thence Northwesterly along said
Northeasterly line of right of way, parallel with and 50 feet Northeasterly, at right
angles from said center line of said Railroad to a point; thence Northeasterly at
right angles, a distance of 75 feet to a point which is 125 feet distant, measured at
right angles Northeasterly from said center line at Engineer's Station 529+00; thence
Northwesterly parallel with and 125 feet Northeasterly at right angles from said
center line to a point on the dividing line between the lands now or formerly of
Chas. A. Fowler and the lands now or formerly of Victor De Marais; thence Southwest-
erly along said last mentioned dividing line and the Southwesterly projection there-
of, a distance of 125 feet, more or less, to a point on the said center line of said
Railroad; thence Southeasterly along said center line of said Railroad to the point of
beginning, containing an area of 1.71 acres, more or less, being a portion of the lands
conveyed by two Deeds from the Capay Valley Land Company to Northern Railway Company,
dated November 30, 1888, and recorded December 3, 1888, in Liber 44 of Deeds, at page
142, and Liber 44 of Deeds, at page 164 of Yolo County records.

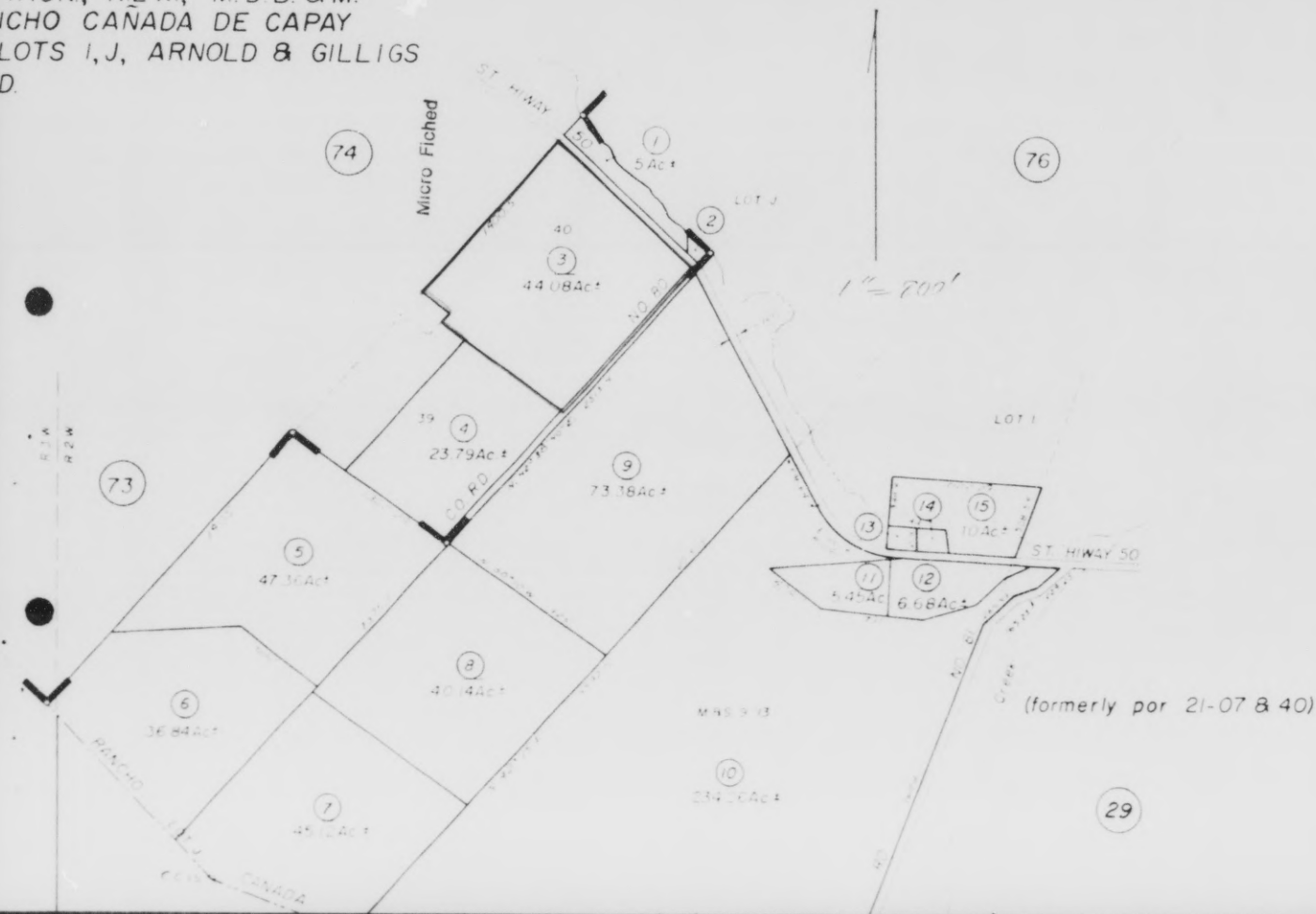
SAVING AND EXCEPTING THEREFROM an undivided one-half interest in and to all Oil, Gas
and other Hydrocarbons and Minerals, as reserved in Deed executed by Mabel L. De
Marais to Edmund J. McKeon, dated March 28, 1949, and recorded March 28, 1949, in Book
297 of Official Records, Page 201. SAVING AND EXCEPTING THEREFROM an undivided one-
fourth interest in and to all Oil, Gas, and other Hydrocarbons and Minerals, as re-
served in Deed executed by Edmund J. McKeon, to Leon R. Miguel and Placida S. Miguel,
his wife, as Joint Tenants, dated April 5, 1960 and recorded April 5, 1960, in Book
600 of Official Records, at page 360.

(continued)

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 21-720-03.

Note: This Guarantee is limited to the above described property.

ION, R2W, M.D.B. & M.
 NCHO CAÑADA DE CAPAY
 LOTS I, J, ARNOLD & GILLIGS
 RD.



AGREEMENT NO. 23-263

LAND USE CONTRACT

(Endorsed) Filed FEB 13 1974
LAURENCE P. HENNING

By BARBARA A. RODGERS, PRY

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between NAOMI
HAYES, Individually and NAOMI HAYES, as Executrix of the Will
of D. L. HAYES, deceased, Rt. 1, Box 713, Esparto, California.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 64 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 144,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Naomi Hayes
NAOMI HAYES, Individually

Naomi Hayes
NAOMI HAYES, Executrix of the Will of
D. L. HAYES, Deceased

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Balmain Rodgers
DEPUTY

State of California

County of Yolo

ss.

On this 29th day of June, A.D. 1973 before me,
Russell Millsap a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally appeared
NAOMI HAYES, Individually and NAOMI HAYES, as
Executrix of the Will of D. L. HAYES, Deceased.

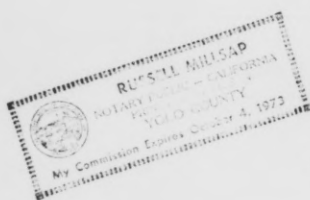
known to me to be the person whose name is subscribed to the within
Instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day
and year in this Certificate first above written.

My Commission expires October 4, 1973

Notary Public in and for said County and State of California

Form 11-Acknowledgment-General



GUARANTEE

71 2927

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67876

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RUSSELL M ILLSAP

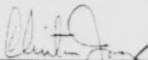
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

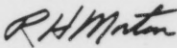
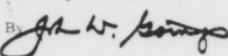
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1973, at 5:00 p.m., in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By  President
By  Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 64 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67876

Effective Date: June 20, 1973 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1972, with respect to the name(s) of

Title to the herein described property vests in: D.L.HAYES.

micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The West one-half of Section 6, excepting therefrom the North 4188.97 feet thereof and also the Northwest 1/4 of Section 7, all in Township 12 North, Range 1 East M.D.B. & M., containing 245.64 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessors Parcel No. 19-020-20, Code Area 62-003.

NOTE: This guarantee is limited to the above described property.

AGREEMENT NO. 73-268

LAND USE CONTRACT

(Endorsed) Filed FEB 19 1974
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGER Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between _____
Kenneth Hart
Joanne Hart
State Rte. Box 31
Copsey, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 37 by the County by Resolution No. 23-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 19 74, and recorded in Volume 1089 of Official Records at Page 161. (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

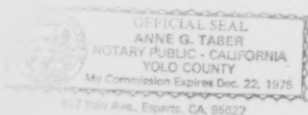
IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS



OWNER(S)

Kenneth Han
Janne Han

Anne G. Taber
Notary Public - Yolo Co.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA,

County of Yolo } ss.

On this 29th day of JUNE in the year one thousand nine hundred and Seventy Three before me, Anne G. Taber, a Notary Public in and for the said County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Kenneth Han & Jeanne Han known to me to be the persons

OFFICIAL SEAL

ANNE G. TABER

NOTARY PUBLIC - CALIFORNIA

YOLO COUNTY

My Commission Expires Dec. 22, 1975

817 Yolo Ave., Esparto, CA. 95627

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Yolo the day and year in this certificate first above written.

Anne G. Taber

Notary Public in and for the said County of Yolo

State of California.

My Commission Expires Dec. 22, 1975

GUARANTEE

71 2922

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67823-A

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

KENNETH HAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 8, 1973, at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

W. J. G.
Vice President

WESTERN TITLE INSURANCE COMPANY

By

R. H. Martin

President

By

J. W. Bridges

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 37 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67823-A

Effective Date: June 8, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

Title to the herein described property vests in:

KENNETH HAN and JEANNE HAN, his wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

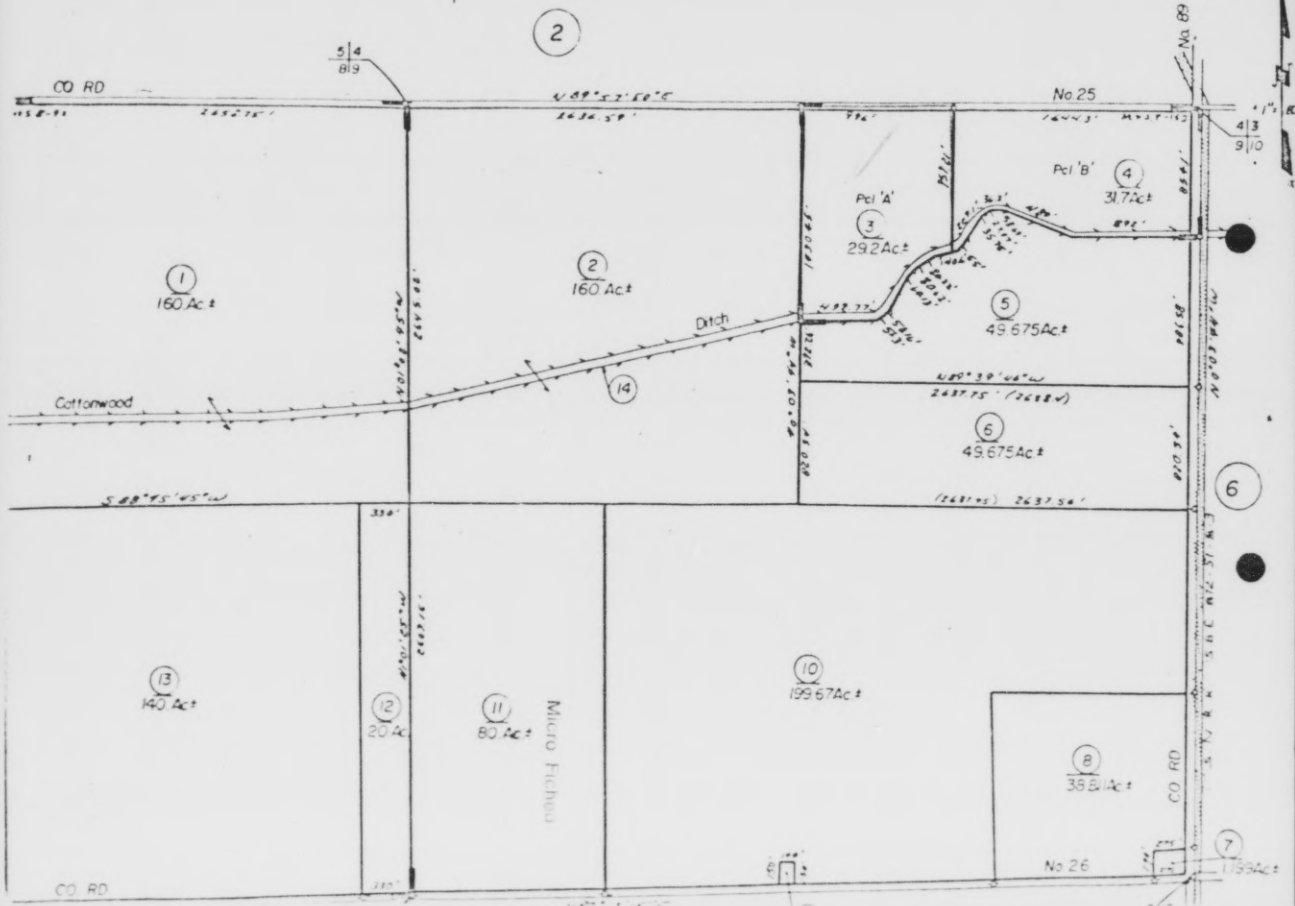
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All that real property in the County of Yolo, State of California, described as follows:

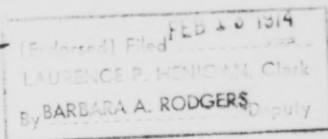
Parcel A, as shown on the Record of Survey of a portion of the Northeast Quarter of Section 9, Township 9 North, Range 1 West, M. D. B. & M., filed in the office of the Recorder of Yolo County, California, in February 17, 1967, in Book 9 of Maps and Surveys, at page 152.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessor's Parcel No. 50-070-03, Code Area 63-019

NOTE: This guarantee is limited to the above described property.



AGREEMENT NO. 23-265



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th
day of November, 19 73, by and between _____

Kenneth Han

Star Rt. Box 31

Capay, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Filmed

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 37 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974
and recorded in Volume 1089 of Official Records at Page 44.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

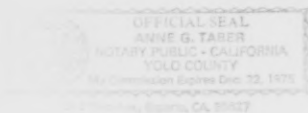
BY

Arthur H. Edmunds
CLERK OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Kenneth Han



Anne G. Taber
Notary public - yolo co.

STATE OF CALIFORNIA)

) 23.

)

On November 19, 1977, before me, the under-
County Clerk of the County of Yolo, personally appeared

ARTHUR H. EDMONDS

the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

DEPUTY

STATE OF CALIFORNIA,

County of _____

Yolo

+ 55.

On this 29th day of JUNE in the year one thousand nine hundred and Seventy Three

before me. ANNIE G. TABER

..., a Notary Public in and for the Said County of

4010

State of California, residing therein, duly commissioned and sworn, personally appeared

15

Kenneth Han

known to me to be the person
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same.



OFFICIAL SEAL
ANNE G. TABER
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY

My Commission Expires Dec. 22, 1975

917 Yolo Ave., Esparto, CA 95827

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate above written.

County of Valle

the day and year in this certificate

Notary Public in and for the Said County of Yolo

State of California.

My Commission Expires Dec. 22, 1975

GUARANTEE

71 2921

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67823-B

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Micro Fiched

KENNETH HAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 8, 1973, at 5:00 p.m., in the County of Yolo, State of California

Countersigned:

[Signature]
 Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 37 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67823-B

Effective Date: June 8, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

Title to the herein described property vests in:

KENNETH HAN, a married man as his sole and separate property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

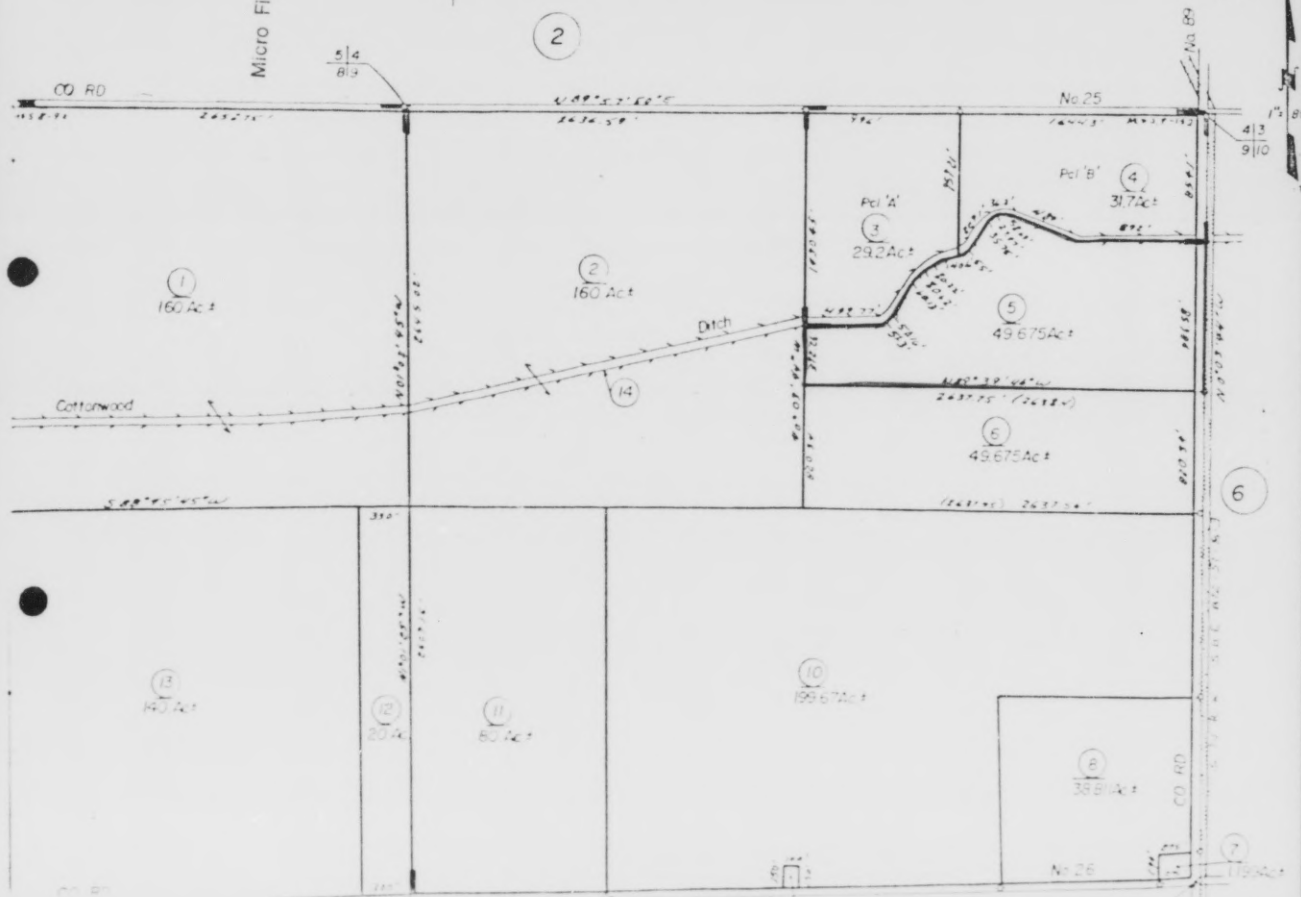
Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

That certain parcel of land situate South of and adjacent to the Southerly bank of the Clear Lake Water Company Canal, being a portion of the Northeast Quarter of Section 9, T. 9N., R. 1W., M. D. B. & M., as same is depicted on that certain record of survey map filed for record in Block 9 of Maps and Surveys, at page 152, of Yolo County Records, described as follows:
BEGINNING at a point on the East line of said Section 9, from which an iron monument marking the Northeast corner of said Section 9, bears North 854.10 feet; thence from said point of beginning along said East line of said Section 9, South 986.56 feet to a point; thence leaving said Section line, North 89 deg. 39' 46" West, 2638.40 feet to a point in an old established fence line, the quarter section line through Section 9; thence up and along said fence line and quarter section line, North 00 deg. 03' 40" West, 392.26 feet to a point in the Southerly bank of said Canal; thence along said Southerly bank of the canal, the following courses and distances: North 88 deg. 20' 18" East, 499.77 feet; North 61 deg. 35' 10" East, 51.30 feet; North 40 deg. 51' 30" East, 50.16 feet; North 27 deg. 46' 30" East, 257.11 feet; North 41 deg. 37' 10" East, 60.13 feet; North 52 deg. 33' 30" East, 80.62 feet; North 59 deg. 07' 20" East, 80.28 feet; North 75 deg. 16' 50" East, 140.66 feet; North 45 deg. 26' 00" East, 55.00 feet; North 32 deg. 51' 50" East, 229.23 feet; North 45 deg. 15' 20" East, 35.78 feet; North 63 deg. 09' 00" East, 27.97 feet; North 84 deg. 18' 20" East, 36.20 feet; South 78 deg. 39' 00" East, 58.69 feet; South 68 deg. 27' 00" East, 459.24 feet; and North 89 deg. 17' 00" East, 898.00 feet to the point of beginning, containing an area of 50.682 acres of land more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1973-74 Assessment Roll as Assessor's Parcel No. 50-070-05, Code Area 63-019

NOTE: This guarantee is limited to the above described property.



AGREEMENT NO. 73-266

(Endorsed) Filed FEB 13 1974
LAWRENCE P. MENIGAN, Clerk
By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
FORREST D. MONROE and JAMES W. MONROE, as Executors of the
Estate of ELVIRA GREY MONROE, also known as MRS. E. G. MONROE,
also known as E. G. MONROE, deceased, P.O. Box 610, Woodland,
California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 41 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974
and recorded in Volume 1089 of Official Records at Page 161.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

ESTATE OF ELVIRA GREY MONROE, also known as
MRS. E. G. MONROE, also known as
E. G. MONROE, deceased

By

Forest L. Monroe

By

James H. Monroe

Executors

STATE OF CALIFORNIA)

62

COUNTY OF YOLO

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared

ARTHUR H. EDMONDS

the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first

Micro Fiches

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

27. Bashma Rodgers

STATE OF CALIFORNIA.)

33.

COUNTY OF YOLO

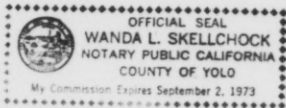
On this June 21, 1973, before me the under-

signed ~~Notary Public~~ ~~County Clerk~~ of the County of Yolo, personally appeared FORREST D. MONROE and JAMES W. MONROE, Executors of the Estate of ELVIRA GREY MONROE, also known as MRS. E. G. MONROE, known to me to be MONROE, also known as E. G. MONROE, the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25th day of June, 19 73

Wanda L. Spillars

NOTARY PUBLIC



GUARANTEE

71 2917

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67822-A

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

Rodergerdts, Means, Northup & Estey, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1973, 5:00 p.m.

, in the County of Yolo, State of California

Countersigned:

[Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Added to Preserve # 41 "EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67822-A

Effective Date: June 5, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
 Yolo County, California, and the indices of the County Recorder of said
 County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: Elvira Grey Monroe

micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
 not thereafter been transferred:

All that real property in the County of Yolo, State of California, described
 as follows:

PARCEL 1:

Tract beginning at a point which is South 81 deg. 21½' West 3347.83' from the
 intersection of North line of Rancho Canada De Capay and the Section line between
 Sections 11, and 12 Township 10 North, Range 2 West and running thence South 81 deg.
 21½' West 3220.20' to a point; thence South 50 deg.00' East 599.78'; thence South
 56 deg. 37' East 286.50'; thence South 70 deg. 41' East 589.63'; thence South 38 deg.
 43½' East 241.73'; thence South 18 deg. 03½' East 312.26'; thence South 41 deg. 29½;
 East 497.22'; thence South 26 deg. 22½' East 347.29'; thence South 49 deg.53½' East
 109.89'; thence South 14 deg. 06½' East 391.51'; thence South 40 deg. 51' East 584.92'
 thence South 41.26' East 877.73'; thence South 28 deg. 56' West 1798.10'; thence South
 20 deg 24' West 862.50'; thence South 11 deg. 41' West 199.80'; thence South 4 deg.
 27' West 200.10'; thence South 3 deg 26' West 464.95'; thence South 2 deg 40' West
 549.69' to the center of Clear Lake Water Company's Canal; thence running along the
 center of said Canal North 76 deg 05' West 97 deg. 05' West 97.55'; thence along a
 6 deg. 00' curve to the left a distance of 381.9'; thence South 81 deg.00' West 346.8'
 thence along a 8 deg 00' curve to the right a distance of 281.5'; thence North 76 deg.
 29' West 448.00'; thence along a 6 deg 00' curve to the left a distance of 221.7';
 thence North 89 deg. 47' West 635.2'; thence along a 6 deg. 00' curve to the right a
 distance of 258.3'; thence North 74 deg. 17' West 100.00' to a point; thence leaving
 the canal South 3 deg. 22' West 21.60' to an iron on the South bank of the canal;
 thence continuing South 3 deg. 22' West 579.46' to a point in the center of Cache
 Creek; thence South 77 deg. 19' East 1825.90'; thence South 57 deg 23' East 1000.00;
 thence South 80 deg. 02' East 2338.70'; thence South 83 deg. 58½' East 215.64'; thence
 South 39 deg. 17' East 270.48'; thence South 8 deg. 03' West 26.22'; thence North
 85 deg. 46' East 200.37'; thence North 85 deg. 29½ East 725.58'; thence North 86 deg.
 02½' East 344.55' to a point in the center of the County Road running North from
 Capay; thence North 86 deg. 31½ East 1316.07'; thence North 71 deg. 12½' East 2663.20'
 thence North 10 deg. 21½' East 3060.15' to the center of Clear Lake Water Company
 Canal; thence up and along the center line of the canal and following courses and
 distances North 89 deg. 31½' West 70.70'; thence South 83 deg. 51½'; West 65.80 deg.
 South 68 deg. 15½' West 103.30'; South 63 deg. 38½' West 121.50'; South 57 deg. 13½'
 West 390.60'; South 62 deg. 41½' West 487.50'; South 84 deg 28½' West 103.40'; North
 North 88 deg. 38½' West 447.40'; North 63 deg. 26½' West 254.70'; North 69 deg. 08½'
 West 146.10'; North 62 deg. 51½' West 162.40'; North 86 deg. 44½' West 212.10'; South

85 deg. 29½' West 257.70'; South 68 deg. 59½' West 352.50'; South 42 deg. 45½' West 171.20'; South 48 deg. 42½' West 218.10'; South 56 deg. 16½' West 124.90'; South 67 deg. 00½' West 219.30'; South 26 deg. 03½' West 342.0'; South 27 deg. 21½' West 569.30'; South 20 deg. 34½' West 320.40'; to the center of the County Road running North from Capay; thence up and along the center of said road North 17 deg. 55.7' West 430.48' North 4 deg. 51½' East 1283.10'; thence leaving the road South 89 deg. 45 3/4' West 372.63'; thence North 9 deg. 24½' West 662.75'; thence South 71 deg. 22½' East 179.81'; thence North 49 deg. 04' West 2264.05'; thence North 58 deg. 51' West 236.78' thence South 80 deg. 34½' West 220.69'; thence North 4 deg. 46' West 3824.0' to the point of beginning, and containing 871.44 acres, more or less.

PARCEL 2:

All that part of Lot "Q", Arnold and Gilligs Subdivision of Rancho Canada De Capay bounded on North by J. W. Monroe, East by the East boundary of said Lot "Q", South by the North bank of the Adams Irrigating Canal and West by County Road running North from Capay, and containing 400.00 acres, more or less.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcels No.: As to Parcel 1: Assessor's Parcel No. 21-080-05, 21-080-16, 21-080-17
As to Parcel 2: Assessor's Parcel No. 21-080-10

NOTE: This Guarantee is limited to the above described property.



Assessor's Map Bk 21 Pg 08
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CHG 3
FEB 1963

AGREEMENT NO. 73-267

LAND USE CONTRACT

FILED FEB 13 1974
P. HENIGAN, Clerk
BARBARA A. RODGERS, Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 1973, by and between
FORREST D. MONROE, JAMES W. MONROE, JR., JOHN R. MONROE, MARY L. DAY,
AYTLA MONROE, now known as AYTLA MONROE SPENCER & TOM MONROE

P.O. Box 610

Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 41 by the County by
Resolution No. 73-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 164.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiches

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Chmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Cyril Monroe Spence
Don Monroe

James L. Monroe
James H. Monroe Jr.
John R. Monroe
Mary L. Day

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

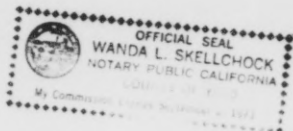
Barry A. Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this June 21, 1973, before me the undersigned Notary Public of the County of Yolo, personally appeared Henry Gene H. Monroe, Jr. and Willa Marie Monroe and Willa Monroe known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25th day of June, 1973.

James L. Sullivan
 LAURENCE P. HENIGAN, COUNTY CLERK
 NOTARY PUBLIC



GUARANTEE

71 2918

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67822 B

Liability \$ 130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

Micro Fiched

GUARANTEES

Rodegerdts, Means, Northup & Estey, Attorneys at Law
herein called the Assured, against actual loss not exceeding the liability amount stated above
which the Assured shall sustain by reason of any incorrectness in the assurances set forth in
Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of
any party named or referred to in Schedule A or with respect to the validity,
legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual
loss sustained by the Assured because of reliance upon the assurances herein
set forth, but in no event shall the Company's liability exceed the liability
amount set forth above.

Dated as of June 5, 1973, 5:00 p.m.

, in the County of Yolo, State of California

Countersigned:

[Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific
assurances afforded by this guarantee. If you wish additional liability, or
assurances other than as contained herein, please contact the Company for
further information as to the availability and cost.

Addition to Reserve # 41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67822-B

Effective Date: June 5, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: E. G. Monroe, a Life Estate with remainder over to Forrest D. Monroe, an undivided 1/7th interest, James W. Monroe, Jr., an undivided 1/7th interest, John R. Monroe, an undivided 1/7th interest, Mary L. Day, an undivided 1/7th interest, Aytla Monroe, an undivided 1/7th interest and Tom Monroe, an undivided 2/7ths interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

PARCEL 1:

Tract beginning at a point in the East line of Block "Q", Arnold and Gilligs Subdivision, distant South 9 deg. 40' 40" West 1440.20' from Northeast corner of said Block and extending thence South 80 deg. 40' 40" West 4722.70' to a point in a County road; thence South 4 deg. 10' West along a County road 1445.46'; thence North 80 deg. 40' 40" East 4575.88'; thence North 9 deg. 40' 40" East 1486.65' to the point of beginning, being a portion of Lot "Q", of Arnold and Gilligs Subdivision of Rancho Canada de Capay, and containing 150.00 acres, more or less.

PARCEL 2:

Part of Block "Q", Arnold and Gilligs Subdivision described as follows:

Commencing at a stake at the intersection of the fence on North side of Ducans Grove, with the West boundary of County Road running North from Capay running thence along said fence North 71 1/4 deg. West 5 chains and 30 links; thence North 48 3/4 deg. West 34 chains and 90 links; thence North 58 3/4 deg. West 3 chains and 52 links; thence South 80 1/2 deg. West 3 chains and 34 links to the center of a Mush Oak Tree 30" in diameter, glazed on four sides 3' above ground; thence North 4 3/4 deg. West 58 chains to a marked stake on the North fence line of the Duncan tract; thence North 81 1/2 deg. East 50 chains along said fence line to its intersection with the Western boundary line of said County Road; thence South 5 deg. West along the said Western boundary line a distance of 90 chains and 56 links to the point of beginning, and containing 320.37 acres, more or less.

PARCEL 3:

Township 10 North, Range 2 West, M.D. B. & M.

Section: 4 All.

Section: 5 The North one-half (N 1/2)

All that part of the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4) lying North of Cache Creek;

All that part of the fractional Southeast Quarter (SE 1/4) lying North and East of the center of Cache Creek;

Fractional Northwest Quarter of Southwest Quarter (NW 1/4 of SW 1/4)

- Section 3: The Southwest Quarter (SW $\frac{1}{4}$) and the West half of the Southeast Quarter (W $\frac{1}{2}$ -SE $\frac{1}{4}$).
- Section 8: The part of fractional Northeast Quarter (NE $\frac{1}{4}$) lying East of Cache Creek.
- Section 9: All of fractional Section.
- Section 10: Fractional Northwest Quarter (NW $\frac{1}{4}$) also described as North half of the Northwest Quarter (NW $\frac{1}{2}$) and Lots 3 and 4 of the Northwest Quarter; and the West half of the fractional Northeast Quarter, also described as Lot 2 of the fractional Northeast Quarter.

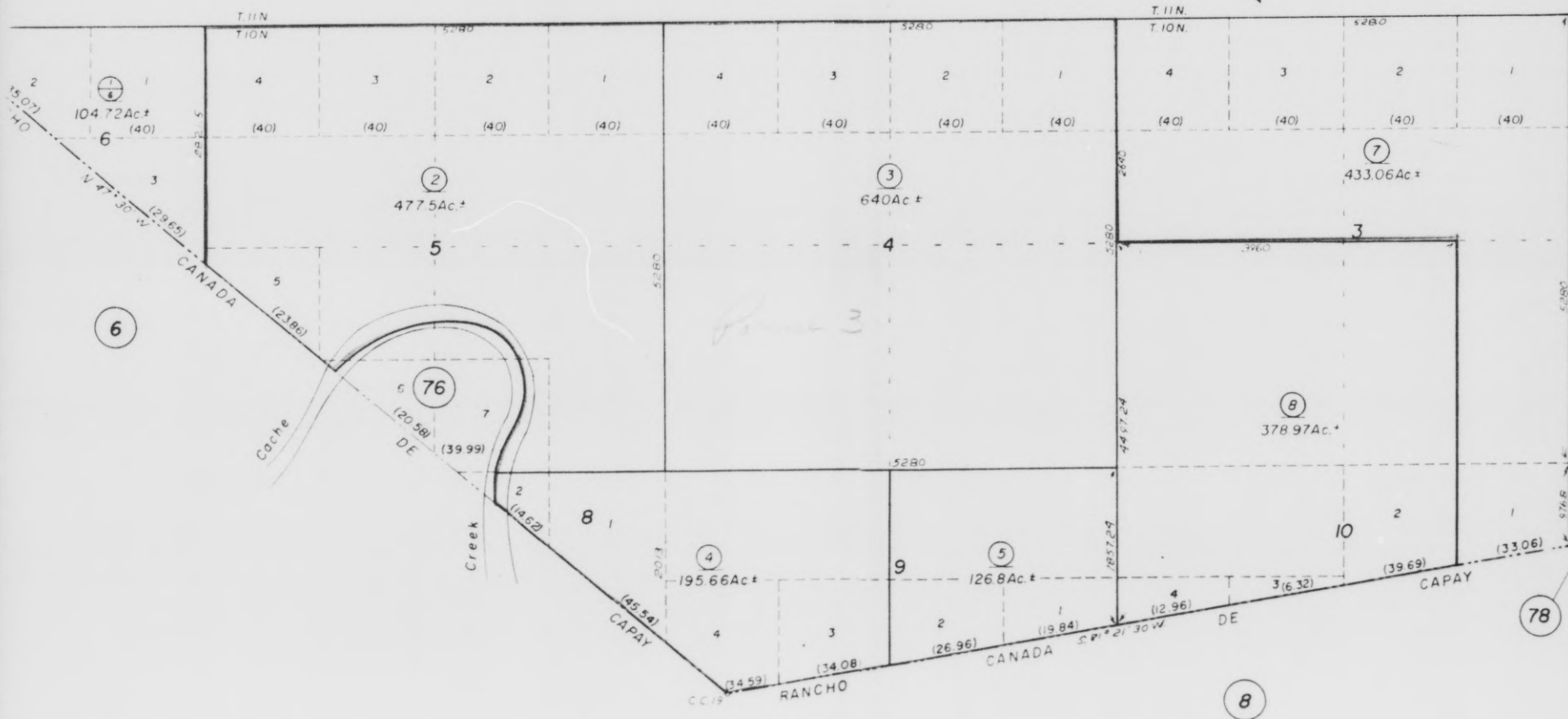
NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as : As to Parcel 1: Assessor's Parcel No. 21-080-09; As to Parcel 2: 21-08014; As to Parcel 3: Assessor's Parcel Nos.: 21-770-02, 21-770-03, 21-770-04, 21-770-05, 21-770-08. *ALSO AS TO PARCEL 2, 21-080-15*

NOTE: This Guarantee is limited to the above described property. *R/L 4, 7-25-73*

Micro Fiched

Bk 18

1" = 200'



(formerly all 21-04 & por. 21-03)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 21 Pg. 77
County of Yolo, Calif.

MAY 1966

78

GRANT LINE R.C.D.C.
3347.33'

NE COR. LOT Q.
2432.5'

2432.5'
N 61° 14' E.

(18)
75 Ac±

(19)
75 Ac±

(9)
150 A.

4578.88'

62

(14)
253.78 Ac±

CANAL
HOLLOW
CO. RD. 85

(15)
66.59 Ac±
S 5° 5' W 5976.96'
1445.46'

(10)
400 A.

59° 40' 40" W
Micro Fished

(16)
373.33 Ac±

N 49° 04' W
2267.03'

(6)
560 A

HUNGRY

(17)
248.11 Ac±

(5)
250 A.±

67

AMS

REEK

Assessor's Map Bk. 21 Pg. 08
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
+ ... (unclear) ... Shown in Circles

CHG 1
FEB 1962

AGREEMENT NO. 23-268

LAND USE CONTRACT

(Notarized) Filed FEB 10 1974
LAURENCE P. MENICAN, Clerk
By BARBARA A. RODGERS, Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between
Leonard E. Hunt, Alfrieda M. Hunt, David B. Moore, Elizabeth L. Moore,
Ram Blau, Bertie L. Blau, Lawrence J. Carlson, Mary E. Carlson, Sol
Lerch, Annette D. Lerch, Thomas J. Reilly, Frances F. Reilly.
207 MacArthur Blvd, San Leandro, California 94577
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 36 by the County by
Resolution No. 23-144, which was filed in the Office of the
County Recorder of Yolo County on January 15, 1974,
and recorded in Volume 1089 of Official Records at Page 161,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Alfreda M. Hunt
Alfreda M. Hunt
Elizabeth L. Moore
Elizabeth L. Moore
Mary E. Carlson
Mary E. Carlson
Hertie Lou Blair
Hertie Lou Blair
Francis E. Bell
Francis E. Bell
Amnette B. Lerch
Amnette B. Lerch

David B. Moore
David B. Moore
Lawrence S. Carlson
Lawrence S. Carlson
Ram Blau
Ram Blau
Thomas J. Bell
Thomas J. Bell
Sol Lerch
Sol Lerch

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA
COUNTY OF Alameda

ss

ON June 28, 1973, before me, the

undersigned, a Notary Public in and for said County and State personally appeared Leonard E. Hunt, Alfreda M. Hunt, David B. Moore, Elizabeth L. Moore, Sol Lerch, Annette D. Lerch, Ram Blau, Bertie Lou Blau, Thomas J. Reilly, Frances F. Reilly, Lawrence J. Carlson, Mary E. Carlson

known to me to be ~~called~~ the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.



PARTNERSHIP ACKNOWLEDGMENT

Form No. 17

Notary's Signature

Type or Print Notary's Name

Jacqueline L. Oakey
Jacqueline L. Oakey

LAURENCE P. HENIGAN, COUNTY CLERK

Transamerica Title Insurance Co
P. O. Box 427
San Leandro, California 94577
Attn: Carolyn

Your No. 382545

Our No. 37321

In response to the above referenced application for a policy of title insurance, Transamerica Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Micro Fiched

Dated as of June 20, 1973, at 7:00 A.M.

Kurt Mathews
Kurt Mathews:lv Title Officer

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

THE INVESTMENT SIX,
a partnership.

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

... SEE FOLLOWING PAGE ...

Addition to Preserve #36

SUBJECT TO:

ORDER NO. 37321

A. County of Yolo taxes and assessments for the fiscal year 1972-1973, including any possible personal property taxes, now a lien, but not yet due or payable.

B. County of Yolo taxes and assessments for the fiscal year 1972-1973, including any possible personal property taxes.

Assessor's Parcel No. 19-391-14 SEPARATELY ASSESSED
Code Area 63-001

1st Installment \$2.24 -PAID ASSESSED VALUATION
2nd Installment \$2.24 -PAID Land \$50.00

C. County of Yolo taxes and assessments for the fiscal year 1972-1973, including any possible personal property taxes.

Assessor's Parcel No. 25-010-03 SEPARATELY ASSESSED
Code Area 63-029

1st Installment \$307.49 -PAID ASSESSED VALUATION
2nd Installment \$307.49 -PAID Land \$6,900.00

D. County of Yolo taxes and assessments for the fiscal year 1972-1973, including any possible personal property taxes.

Assessor's Parcel No. 19-391-11 SEPARATELY ASSESSED
Code Area 87-110

Micro Ficheg

1st Installment \$205.25 -PAID ASSESSED VALUATION
2nd Installment \$205.25 -PAID Land \$4,550.00

E. County of Yolo taxes and assessments for the fiscal year 1972-1973, including any possible personal property taxes.

Assessor's Parcel No. 25-010-05 SEPARATELY ASSESSED
Code Area 87-110

1st Installment \$189.46 -PAID ASSESSED VALUATION
2nd Installment \$189.46 -PAID Land \$4,200.00

F. All taxes, assessments and obligations of:
(a) Northern Yolo Soil Conservation District.

... SEE FOLLOWING PAGE ...

- continued -

ORDER NO. 37321

1. Rights of the public in and to so much of the herein described property that lies within the boundaries of any public road or highway.
2. Right of way for a pipe line with necessary valves and other appliances for the purpose of conveying gas over and across the N 1/2 of the SE 1/4 and the S 1/2 of the NE 1/4 of Section 6, T. 10 N., R. 1 E., as granted by deed from Darrell T. Day and Mary Day, also known as Mary L. Day, his wife, to Pacific Gas and Electric Company, a California corporation, dated November 29, 1949 and recorded December 23, 1949 in Book 311 of Official Records, at Page 282. Said right of way being 15 feet in width lying equally on each side of the line which begins at a point on the Southerly line of the N 1/2 of the SE 1/4 of Section 6, distant N. 29° 40' W. 107.2 feet from the Southeast corner thereof, running thence N. 57° 50' W. 3050 feet, more or less, to the Westerly boundary line (marked by a fence now upon the ground) of said premises.
3. Deed of Trust to secure an indebtedness of \$35,000.00 and any other amounts payable under the terms thereof, dated December 27, 1962 and recorded January 18, 1963 in Book 700 of Official Records at Page 424.

Trustor: F. F. Gunning and Irene E. Gunning,
his wife.

Trustee: Western Title Insurance Company, Micro Fiched
a California Corporation.

Beneficiary: Equitable Life Assurance Society of
the United States, a corporation.

Request for a copy of any Notice of Default and a copy of any Notice of Sale be mailed to District Land Manager, Atlantic Richfield Company at P. O. Box 147, Bakersfield, California 93302, by instrument recorded December 20, 1971 in Book 1000 of Official Records at Page 629, Series No. 16200.

4. The fact that the herein described property does not have record access to a public road or highway.

... SEE FOLLOWING PAGE ...

- continued -

ORDER NO. 37321

5. Deed of Trust to secure an indebtedness of \$31,200.00 and any other amounts payable under the terms thereof, dated April 3, 1966 and recorded April 11, 1966 in Book 824 of Official Records at Page 615, Series No. 4247.

Trustor: Lawrence J. Carlson and Mary E. Carlson, his wife; and Ram Blau and Bertie Lou Blau, his wife; and Sol Lerch and Annette D. Lerch, his wife; and David B. Moore and Elizabeth L. Moore, his wife; and Thomas J. Reilly and Frances F. Reilly, his wife; and Leonard E. Hunt and Alfreda M. Hunt, his wife.

Trustee: Transamerica Title Insurance Company, a California corporation.

Beneficiary: F. F. Gunning and Irene E. Gunning, his wife, as Joint Tenants.

6. Oil and Gas Lease dated September 25, 1972 between Lawrence J. Carlson, a married man, Ram Blau, a married man, Sol Lerch and Annette D. Lerch, husband and wife, David B. Moore and Elizabeth L. Moore, husband and wife, Thomas J. Reilly and Frances F. Reilly, husband and wife, Leonard E. Hunt, a married man, and The Investment Six, a co-partnership composed of Lawrence J. Carlson, Sol Lerch, David B. Moore, Thomas J. Reilly, Ram Blau, and Leonard E. Hunt as lessor, and Atlantic Richfield Company, a Pennsylvania corporation as lessee, on the terms and conditions contained therein, recorded November 24, 1972 in Book 1041 of Official Records at Pages 510 through 513, inclusive.

Micro Fiched

The land referred to in this Report is situated in the State of California, County of Yolo
and is described as follows:

PARCEL ONE: Lots 1 and 2 of the Northwest Quarter of Section 5;
lots 1 and 2 of the Northeast Quarter of Section 6;
the North half of the Southeast Quarter of Section
6, Township 10 North, Range 1 East, and the Southeast Quarter of
Section 32, Township 11 North, Range 1 East, M.D.B. & M.

EXCEPTING THEREFROM, that portion of the Southeast
Quarter of Section 32, Township 11 North, Range 1 East, described
as follows:

BEGINNING at the Northwest corner of the Southeast
Quarter of Section 32, Township 11 North, Range 1 East, M.D.B.
& M., thence running South along the Quarter Section line a distance
of 300 feet; thence running in a Northeasterly direction
a distance of 395.5 feet, more or less, to a point on the Quarter
Section line running East and West through the center of said
Section 32, said point being 258 feet East of the aforementioned
point of beginning; thence West, along the last mentioned Quarter
Section line, 258 feet to the point of beginning.

PARCEL TWO: BEGINNING at the Southeast corner of the Southwest
Quarter of Section 32, Township 11 North, Range 1
East, M.D.B. & M., thence running North along the
Quarter Section line a distance of 300 feet; thence running in a
Southwesterly direction a distance of 395.5 feet, more or less,
to a point on the South line of said Section 32, which is 258
feet west of the aforementioned point of beginning; thence East
along the said South line of Section 32, 258 feet to the point of
beginning.

... SEE FOLLOWING PAGE ...
SPECIAL INFORMATION

Unless shown in the body of this preliminary report there appears of record no transfers or agreements to transfer the land described herein recorded during the period of six months prior to the date of this report, except as follows:

NOTE

DESCRIPTION - continued -

ORDER NO. 37371

EXCEPTING, HOWEVER, from the above described parcels, an undivided one-half interest in and to all minerals, oil, gas, asphaltum and other hydrocarbons and substances associated therewith now or at any time hereafter in, on, or under said property, as reserved by Berrell T. Day and Mary L. Day, also known as Mary Day, his wife, by deed recorded June 4, 1954 in Book 424 of Official Records at Page 168.

RESERVING unto F. F. Gunning and Irene E. Gunning, his wife, an undivided one-fourth interest in and to all minerals, oil, gas, asphaltum and other hydrocarbons and substances associated therewith now or at any time hereafter, in, on, or under said property together with the rights of ingress and egress thereover to mine and explore for the same.

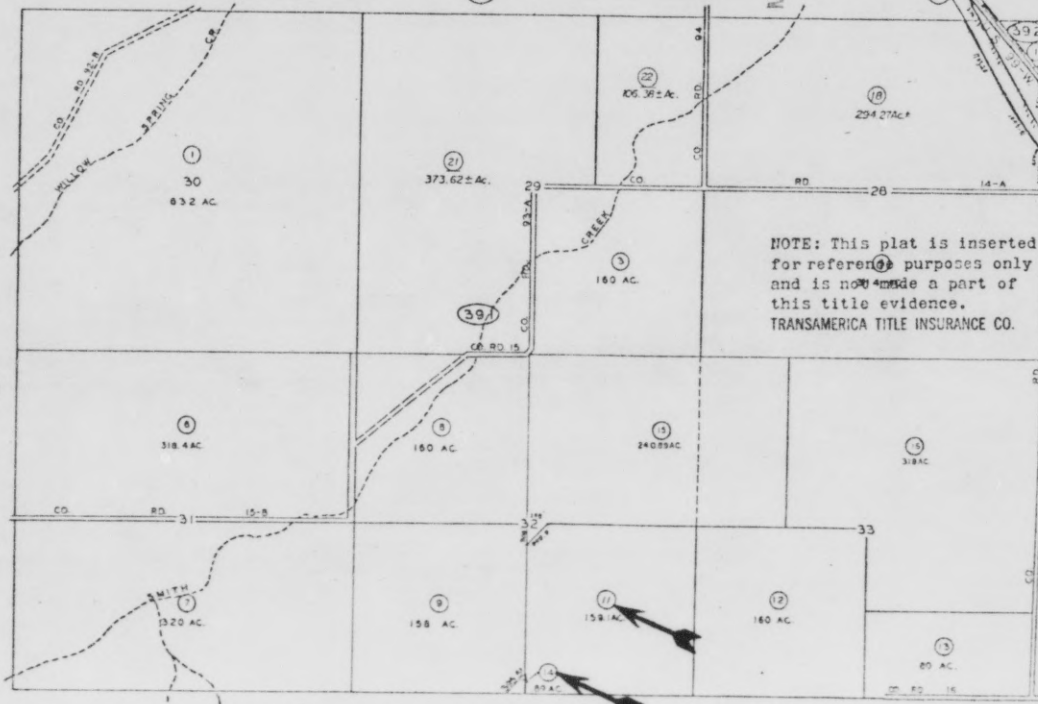
Micro Fiched

TWIN RIE. MDB & M.

34

Micro Flood

19-39



NOTE: This plat is inserted for reference purposes only and is not made a part of this title evidence. TRANSAMERICA TITLE INSURANCE CO.

SEE BOOK 99

BK 25

NOTE - FOR LEASEHOLD INTERESTS IN MINERAL RIGHTS SEE PG 41

NOTE: Assessor's Block Numbers Shown in Ellipses. Relator's Block Numbers Shown in Circles.

Assessor's Map Bk 19 Pg 39
County of Yolo, Calif.

SEPT 1950

LIETZ 3304-02

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division
720 Second Avenue
Seattle, Washington 98104
(206) 624-5555

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9266

Michigan Operations
320 Ottawa Avenue, N.W.
Grand Rapids, Michigan 49502
(616) 454-9301

Nevada Operations
437 South Sierra Street
Reno, Nevada 89301
(702) 786-1871

Preliminary Report

for a

Title Insurance Policy

to be issued by

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland

Alameda County
1525 Webster Street, Oakland

Contra Costa County
1322 North Main Street, Walnut Creek

Fresno County
1004 North Van Ness Avenue, Fresno

Kern County
1100 Chester Avenue, Sakersfield

Los Angeles County
Third and La Cienega, Los Angeles

Orange County
1702 North Main Street, Santa Ana

Placer County
424 Vernon Street, Roseville

Riverside County
4001 Main Street, Riverside

Sacramento County
1424 - 21st Street, Sacramento

San Bernardino County
577 North D Street, San Bernardino

San Diego County
State and A Streets, San Diego

San Francisco County
214 Van Ness Avenue, San Francisco

San Mateo County
802 Brewster Avenue, Redwood City

Santa Clara County
151 West Santa Clara Street, San Jose

Yolo County
519 Main Street, Woodland

NEVADA OPERATIONS
427 South Sierra Street, Reno

ASSOCIATED COMPANIES

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard, South Lake Tahoe

Marin County
MARIN TITLE GUARANTY COMPANY
1500 Fourth Street, San Rafael

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
7000 Clout Street, Redding

Sonoma County
REDWOOD TITEL & TRS COMPANY
2695 Cleveland Avenue, Santa Rosa

Transamerica Title Insurance Co
PRELIMINARY REPORT

Please address correspondence to the office checked below:

MAIN OFFICE

Woodland, California 95695
519 Main Street
Transamerica Title Insurance Co

DAVIS

231 E. Street, Suite 1
Davis, California 95618
Transamerica Title Insurance Co

AGREEMENT NO. 73-269

LAND USE CONTRACT

Endorsed Filed FEB 13 1974
LAURENCE R. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between

Robert W. Dickson
Martha D. Dickson
4612 WESSBROOK CIRCLE
SAN JOSE CALIF. 95130
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 15, 1974, and recorded in Volume 1089 of Official Records at Page 161 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Martha S. Nickerson
Robert W. Nickerson

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On November 19, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

STATE OF CALIFORNIA
COUNTY OF Placer

ss

ON June 28, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Martha D. Nickerson and Robert W. Nickerson

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature

Casey C. Sheehan

LAURENCE P. HENIGAN, COUNTY CLERK



GENERAL ACKNOWLEDGMENT
Form No. 14

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$25.00

LIABILITY \$100.00

ORDER No. 37537

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

ROBERT W. NICHOLSON AND MARTHA D. NICHOLSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 23, 1972 at 3:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

by *Paul M. Nichols*
Paul M. Nichols Assistant Secretary for the Company

Addition to Presume #35

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

The land referred to in this report is situated in the State of California, County of Yolo, and is described as follows:

Block 14 of the Smith Tract, as shown on the Map of Smith and Runsey Tracts, filed for record in the Office of the Yolo County Recorder on July 13, 1892 in Book 1 of Maps, at Page 33.

EXCEPTING THEREFROM one-half all oil, gas and mineral rights, together with the necessary rights incidental thereto. **Micro Fiches**
Assessor's Parcel No. 18-660-24

A. The last recorded instrument purporting to transfer title to said real property is: Deed recorded August 28, 1972 to:

ROBERT W. NICKESON AND MARTHA D. NICKESON,

His wife, as Joint Tenants.

~~There are no known liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.~~
~~Exceptions:~~

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

18-66

POR. RANCHO CANADA DE CAPAY
 POR. SEC. 17 & 18, T. 12 N., R. 3 W., M.D.B. & M.

NOTE: This plat is inserted
 for reference purposes only
 and is not made a part of
 this title evidence.

TRANSAMERICA TITLE INSURANCE CO.

M.B.S. Bk 2, Pg 57, Smiths Tract
 M.B. 1, Pg 14 - Parker Tract
 M.B.S. Bk 3, Pg 145 - Por. Lots 7 & 8, Parker Tract & Lot 6

(formerly all 18-20, 18-65)

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

VICINITY OF RUMSEY
 Assessor's Map Bk 18 Pg 66
 County of Yolo, Calif.

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division
315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

Midwest Division
1730 California Street
Denver, Colorado 80202
(303) 534-9066

Guarantee

Issued by

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

Alameda County
1525 Webster Street, Oakland
836-4772

Contra Costa County
1322 North Main Street, Walnut Creek
935-6050

Fresno County
1004 North Van Ness Avenue, Fresno
266-0481

Kern County
1100 Chester Avenue, Bakersfield
327-3061

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and La Cienega, Los Angeles
937-3800

Orange County
830 North Main Street, Santa Ana
547-9571

Sacramento County
1424 21st Street, Sacramento
444-9323

San Diego County
State and A Streets, San Diego
239-8181

San Francisco County
214 Van Ness Avenue, San Francisco
863-3080

San Mateo County
802 Brewster Avenue, Redwood City
369-4721

Santa Clara County
181 West Santa Clara Street, San Jose
293-6542

Yolo County
519 Main Street, Woodland
662-5439

ASSOCIATED COMPANIES

El Dorado County
SILVERADO TITLE COMPANY
3348 Lake Tahoe Boulevard
Tahoe Springs Building
Box 1251, South Lake Tahoe

Marin County
MARIN TITLE GUARANTY COMPANY
300 Fourth Street, San Rafael

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
25 North State Street, Ukiah

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1008 Court Street, Redding

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2095 Cleveland Avenue, Santa Rosa

AGREEMENT NO. 73-270

LAND USE CONTRACT

FILED FEB 20 1974
COUNTY RECORDER
BY BARBARA A. RODGER

THIS LAND USE CONTRACT, made and entered into this 19th
day of November, 19 73, by and between _____
Robert Leslie Button _____
Martha W. Button _____
Rt. 1, Box 205 _____
Winters, California _____
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 12 by the County by Resolution No. 73-144, which was filed in the Office of the County Recorder of Yolo County on January 5, 1974 and recorded in Volume 1089 of Official Records at Page 166, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Robert H. Butler
W. D. R. R.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

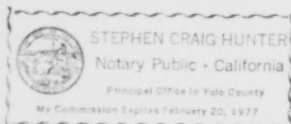
On November 19, 1923, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Pauline H. Batten



STATE OF CALIFORNIA,)
County of Yolo) ss.
On this 20th day of June in the year one thousand nine hundred and 23 before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared ~~Kenneth~~ Robert Leslie Button and Martha W. Button known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that the executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Stephen Craig Hunter
Notary Public, State of California
My Commission Expires _____

GUARANTEE

71 2925

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 67863

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY a corporation, herein called the Company

Micro Fiched

GUARANTEES

Robert Leslie Button and Martha W. Button, his wife
 herein called the Assured, against actual loss not exceeding the liability amount stated above
 which the Assured shall sustain by reason of any incorrectness in the assurances set forth in
 Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of
 any party named or referred to in Schedule A or with respect to the validity,
 legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual
 loss sustained by the Assured because of reliance upon the assurances herein
 set forth, but in no event shall the Company's liability exceed the liability
 amount set forth above.

Dated as of June 15, 1973, 5:00 P.M.

, in the County of Yolo, State of California

Countersigned:

[Signature]
 Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific
 assurances afforded by this guarantee. If you wish additional liability, or
 assurances other than as contained herein, please contact the Company for
 further information as to the availability and cost.

Addition to Preserve #12 "EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67863

Effective Date: June 15, 1973, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1972, with respect to the name(s) of

Title Vests: Robert Leslie Button and Martha W. Button, his wife

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property in the County of Yolo, State of California,
described as follows:

Micro Fiched

PARCEL 1:

The Southeast $\frac{1}{4}$ of Section 3, Township 8 North, Range 1, West, M. D. B. & M.,
EXCEPTING THEREFROM the following three parcels of land:

PARCEL "A"

All that part thereof, lying Easterly from the following described line:

Beginning at a point in the South line of Section 3, Township 8 North, Range 1
West, M. D. B. & M., distant South 89 deg. 50' 03" West 201.83 feet from the
Section corner common to Sections 2, 3, 10, and 11, Township 8 North, Range 1
West, M. D. B. & M., said point is also distant 92.00 feet Westerly, measured
at right angles from Engineer's Station "A 3" 131+78.38P. O.T. of the base line
of the Department of Public Works' Survey from Solano County line to 2-3/4 miles
North of Madison, Road III-Yol-90, 6-A,B, Win, D (The California State Zone II
coordinates for said point of beginning are X-2,013, 623.36 and Y-326,046.16)
thence from said point of beginning (1) North 0 deg. 15' 02" West 74.68 feet;
thence (2) North 0 deg. 15' 02" West 5,357.72 feet to a point that bears South
89 deg. 33' 10" East 2,428.03 feet from the $\frac{1}{4}$ corner between Section 3, Township
8 North, Range 1 West, and Section 34, Township 9 North, Range 1 West, M. D. B.
& M., said point also bears North 89 deg. 33' 10" West 221.50 feet from the corner
common to Sections 3 and 2, Township 8 North, Range 1 West, and Sections 34 and 35
Township 9 North, Range 1 West, M. D. B. & M., the last said point also being distant
92.00 feet Westerly, measured at right angles from Engineer's Station "A3" 186+10.78.
P. O. T. of said base line and survey.

PARCEL "B"

All that part of the aforesaid parcel bounded and described as follows:

Beginning at the same point of beginning as Parcel No. A, hereinabove; thence North
0 deg. 15' 02" West 74.68 feet; thence South 89 deg. 42' 23" West 508.06 feet; thence
South 65 deg. 28' 43" West 109.66 feet; thence South 0 deg. 17' 37" East 28.33 feet
to a point in the Section line between Sections 3 and 10, Township 8 North, Range 1
West, M. D. B. & M., thence North 89 deg. 50' 03" East 608.01 feet to the point
of beginning.

(continued)

PARCEL "C"

That portion of the Southeast $\frac{1}{4}$ of Section 3, Township 8 North, Range 1 West, M. D. B. & M., described as follows:

Beginning at a point on the South line of said Section 3, being the Southwest corner of the boundaries described in Portion No. 2 in Deed, recorded November 26, 1958, in Book 557, at page 65, Official Records of Yolo County; thence from said point of beginning along the West line of said boundaries North 00 deg. 17' 37" West 28.33 feet; thence along the Northwesterly line of said boundaries North 65deg. 28' 43" East 109.66 feet to a point distant 600.00 feet Westerly, measured at right angles to the base line at Engineer's Station "A3" 132+52.68 of the Department of Public Works' Survey on Road 03-Yol-505 from Post Mile 0.0 to Post Mile 15.6; thence leaving said Northwesterly line South 75 deg. 40' 12" West 103.08 feet; thence South 89 deg. 42' 23" West 350.00 feet; thence South 79 deg. 52' 02" West 101.35 feet to a point on the North line of County Road 31; thence South 00 deg. 09' 57" East 30.00 feet to a point in the South line of said Section 3; thence along said South line North 89 deg. 50' 03" East 449.94 feet to the point of beginning.

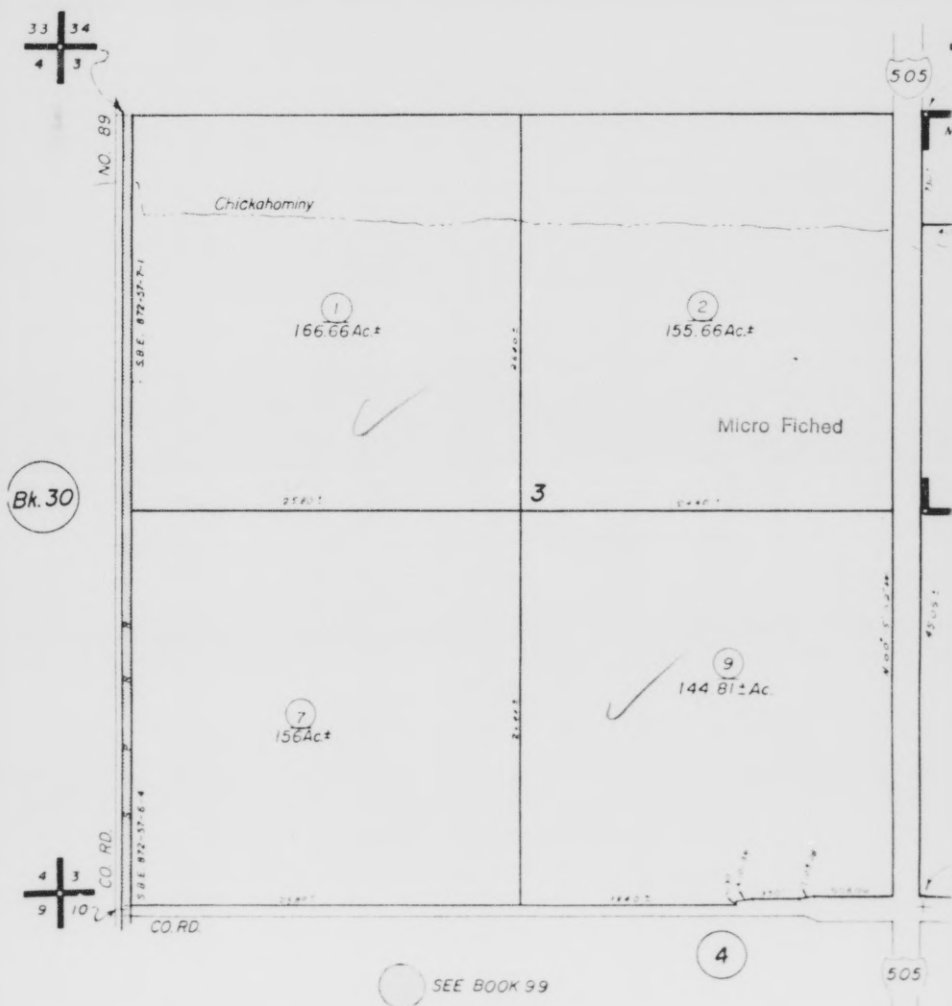
PARCEL 2:

Micro Fiched

The Northwest $\frac{1}{4}$ of Section 3, Township 8 North, Range 1 West, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel Nos. 38-010-01 and 38-010-09

NOTE: This Guarantee is limited to the above described property.



RECEIVED

DEC 17 1973

LAURENCE P. HENIGAN, Clerk

FILED

DEC 17 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

By..... Deputy

AGREEMENT NO. 73-271

(Agreement for Child Welfare Services)

THIS AGREEMENT is entered into this 26th day of November, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CHILDREN'S HOME SOCIETY OF CALIFORNIA, a nonprofit corporation organized and licensed as a child-placing agency and relinquishment adoption agency under the laws of the State of California, Welfare and Institutions Code, Section 16000, hereinafter referred to as CHS.

Micro Fiched

WHEREAS, COUNTY is required to provide the out-of-home services described in Chapter 30-300 of the regulations of the State Department of Health, and authorized under Chapters 10-034 and 10-035 of said regulations to provide such services by contract with private, nonprofit agencies;

NOW, THEREFORE, IT IS MUTUALLY AGREED:

- A. COUNTY hereby retains CHS to perform certain child welfare services as hereinafter set forth for two years commencing December 1, 1973, and ending November 30, 1975; and CHS agrees to perform said services for COUNTY in accordance with Section 30-311 of the regulations of the State Department of Health:
1. CHS will assign a professionally trained social worker to confer with COUNTY staff and to provide direct casework services.
 2. COUNTY and CHS caseworker will mutually evaluate each foster home placement to ensure prompt and appropriate planning for each child.
 3. CHS will confer with COUNTY and will review case records of children referred by COUNTY who are and have been in foster care and need additional service because of the inability or unwillingness of parents to provide suitable homes for

1 them. COUNTY and CHS will jointly determine course of
2 action to be taken to meet the needs of the child.

3 4. CHS will also be available to COUNTY to confer, and to
4 provide direct service where indicated, on those situations
5 where present information is not conclusive to determine
6 whether consideration should be given to returning the
7 child to his parents, or whether permanent separation from
8 his parents would be in the child's best interest.

9 5. For those situations where permanent separation from his
10 parents is determined to be in the child's best interest,
11 and where CHS and COUNTY have jointly agreed that the
12 child's best interest can be served through adoption, CHS
13 will assume the following responsibilities: *Micro Fiches*

- 14 a. Will contact the parents, if available, or will make
15 every attempt to locate missing parents to help them
16 recognize the importance of a permanent, stable home
17 for their child, and to determine their interest and
18 willingness in relinquishing the child for adoption;
19 and
20 b. After it has been determined that the child can use
21 adoption, and that a suitable adoptive home is available
22 or can be located, CHS will accept a voluntary relin-
23 quishment, or will request COUNTY, through its County
24 Counsel, to bring court action to terminate parental
25 rights under California Civil Code, Section 232, in
26 those situations where parents cannot be located, or
27 where parents are unwilling to relinquish the child
28 and the family situation is such that it would be
29 detrimental to the child to be returned to his parents,
30 and concurrently ask the Court to grant to CHS the
31 right to place the child for adoption; and
32 c. Will take casework responsibility for working (1) with

- 1 the children for whom adoption is planned, in order to
2 prepare them for adoption, and (2) with their natural
3 and foster parents; and
- 4 d. Will use its best efforts and resources to provide the
5 child with an adoptive home when child is free for
6 adoption; and
- 7 e. Will assume continuing legal responsibility for the
8 child until he reaches his majority if his adoptive
9 placement should fail and/or he is found to be un-
10 adoptable. *Micro Fiched*
- 11 6. Once the child is placed for adoption, COUNTY is released
12 from any further financial responsibility except for those
13 children who:
- 14 a. Qualify for benefits under the Crippled Children's
15 Service program, or under the Aid to Adoption law; or
16 b. Are returned or removed from adoptive placement and
17 are placed in foster care, provided eligibility for
18 assistance is reestablished.
- 19 B. COUNTY and CHS agree on funding, payment, and billing proce-
20 dures as follows:
- 21 1. The total amount of this contract will be limited to
22 \$27,178 per year.
- 23 2. CHS agrees to bill COUNTY monthly in arrears for costs
24 incurred including the actual travel expenses incurred by
25 CHS staff in the performance of responsibilities, as set
26 forth in this contract.. Aggregate travel expenses billed
27 by CHS during the term of this contract will be limited
28 to \$900 per year.
- 29 3. Upon receipt of the CHS invoice, COUNTY agrees to pay to
30 CHS the amount billed; however, aggregate county payments
31 to CHS will not exceed \$27,178 per year. The amount billed
32 will be adjusted to actual costs before final payment is

made.

4. COUNTY, through its County Counsel, agrees to assume responsibility for terminating parental rights through court action for those children for whom such action is necessary.
5. Allowable costs will be in accordance with Section B of this contract and the provisions of the U. S. Department of Health, Education and Welfare's "A Guide for Nonprofit Institutions: Cost Principles and Procedures for Establishing Indirect Cost Rates for Grants and Contracts with the Department of Health, Education and Welfare". *Micro Fiched*
6. It being understood that COUNTY'S funding source herein is a federal and county appropriation, and it being further understood that CHS is responsible for administering the services as described herein, CHS agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate federal, state or county audit agencies, directly related to the provisions of this contract. CHS also agrees to accept responsibility for the acquisition of funds necessary to pay liabilities which may result from said audit exceptions.
7. COUNTY reserves the right to monitor the terms of this contract in order to verify that the scope and quality of the services purchased from CHS meet existing federal and state standards. Furthermore, COUNTY, in cooperation with the State Department of Health, may conduct program audits, utilizing statistical sampling techniques and other auditing procedures as they consider necessary in the circumstances to assure that all applicable federal, state and county requirements are met.
8. In order to determine the reasonableness of the cost information reported by CHS during the contract period, CHS

- 1 agrees to furnish COUNTY with a copy of its annual certi-
2 fied audit by a certified public accountant.
- 3 9. COUNTY will approve all medical, dental, psychiatric and
4 psychological services which may be required in preparing
5 a child for adoption, and which are not covered by Medi-Cal.
6 The cost of such services will be absorbed by COUNTY.
- 7 10. COUNTY will continue payments to boarding parents on behalf
8 of a child accepted for adoption planning, either: (a) in
9 his present boarding home, or (b) in a CHS boarding home,
10 depending upon case analysis as to the best planning for
11 the child, until actual placement of the child for adoption.
- 12 11. It is understood that service fees charged by CHS to adop-
13 tive applicants are not applicable to the child welfare
14 services purchased through this contract. Micro Fiched
- 15 12. Availability of Funds: Payments for all services provided
16 in accordance with the provision of this agreement are con-
17 tingent upon the availability of county and federal match-
18 ing funds in the following approximate sharing rates:
19 County matching funds, 25% = \$ 6,794.50
20 Federal matching funds, 75% = 20,383.50.
21 It being further understood that no portion of the county
22 share includes any federal funds.
- 23 C. COUNTY agrees to provide CHS with interviewing space as needed.
- 24 D. CHS certifies:
- 25 1. That it provides services to children and families of all
26 races, creeds, and national origins; and
27 2. That it is licensed as a child-placing agency by the State
28 Department of Health and is accredited by the Child Welfare
29 League of America.
- 30 E. It is understood that CHS employees providing services under
31 this contract are covered by and subject to the rules, regula-
32 tions and policies and practices of CHS as set forth in its

1 by-laws and its operations manuals.

2 F. CHS will submit to COUNTY and to the State Department of Health
3 an annual, written assessment of the effectiveness of this
4 cooperative effort. Such evaluation will be accomplished
5 through quarterly discussions with COUNTY and State Department
6 of Health staff, and will include, but will not be limited to,
7 the following data:

- 8 1. The number of children whose situations were referred to
9 CHS for review.
- 10 2. The number of conferences between CHS and COUNTY staff.
- 11 3. The number of interviews with natural parents.
- 12 4. The number of interviews with boarding parents.
- 13 5. The number of interviews with children. *Micro Fiched*
- 14 6. The number of interviews with collateral contacts.
- 15 7. The number of children returned to their parents or
16 relatives.
- 17 8. The number of children to remain in boarding homes as a
18 permanent plan.
- 19 9. The number of children referred, but not accepted for
20 adoption planning, and the reasons not accepted.
- 21 10. The number of children accepted for study for adoptive
22 planning.
- 23 11. The number of children for whom relinquishments were
24 taken.
- 25 12. The number of children in whose behalf legal action was
26 taken to free them for adoption.
- 27 13. The number of children placed in adoptive homes by race,
28 ethnic background, age and the physical or emotional problems
29 which constituted a factor in placement.
- 30 14. The number of children placed for adoption with foster
31 parents.
- 32 15. The number of children receiving Aid to Adopted Children.

- 1 16. The number of children receiving Crippled Children's
2 Services.
3 17. The number of children placed through Adoption Resource
4 Referral Center (ARRC) or Adoption Resources Exchange of
5 North America (ARENA).
6 18. The number of children placed for adoption who were removed
7 or returned to CHS from adoptive placement.
8 19. Any changes needed, or recommendations concerning program
9 goals and objectives, so as to maintain and improve the
10 quality of the services provided. Micro Fiched
11 G. This contract is based on the provision of services by CHS, in-
12 cluding conferences, consultation, direct casework and adoption
13 planning, in regard to children who may be admitted to boarding
14 care of COUNTY during the term of this contract, estimated as
15 averaging approximately 15 per month.
16 H. COUNTY and CHS agree that if at any time during the term of this
17 contract there is mutual agreement to amend its provisions, the
18 contract may be amended accordingly.
19 I. COUNTY or CHS shall have the right to terminate this contract
20 upon ninety (90) days' written notice to the other party.

21 COUNTY OF YOLO, a political subdi-
22 vision of the State of California

23 BY Arthur J. Edwards
24 CHAIRMAN OF THE BOARD OF SUPERVISORS

25 Date: November 26, 1973

26 CHILDREN'S HOME SOCIETY OF CALIFORNIA

27 BY David B. Harrison
28 PRESIDENT

29 Date: November 28, 1973

BUDGET - CHILD WELFARE SERVICES - YOLO CONTRACT

December, 1973 - November, 1975

Social Worker II @ 100%

Salary	12/73 - 6/74 @ \$893 per mo.	= \$6251 @ 100%	= \$ 6251
" " "	7/74 - 6/75 @ 946 " " "	= 11352 @ " "	= 11352
" " "	7/75 -11/75 @ 1003 " " "	= 5015 @ " "	= 5015
			<u>5015</u>
Salary			\$22618
FICA			1291
Unemployment Insurance			486
Retirement			1357
Workmen's Compensation Tax			3
Bond			<u>3</u>
			\$25758

Supervisor @ 20%

Micro Fiched

Salary	12/73 - 10/74 @ \$1003 per mo.	= \$11033 @ 20%	= \$2206
" " "	11/74 - 10/75 @ 1063 " " "	= 12756 @ " "	= 2552
" " "	11/75 @ 1127 " " "	= 1127 @ " "	= 225
			<u>225</u>
Salary			\$4983
FICA			253
Unemployment Insurance			62
Retirement			288
Workmen's Compensation Tax			3
Bond			<u>3</u>
			\$5593

Clerical @ 50%

Salary	12/73 - 3/74 @ \$572 per mo.	= \$2288 @ 50%	= \$1144
" " "	4/74 - 3/75 @ 607 " " "	= 7284 @ " "	= 3642
" " "	4/75 -11/75 @ 644 " " "	= 5152 @ " "	= 2576
			<u>2576</u>
Salary			\$7825
FICA			172
Unemployment Insurance			62
Retirement			221
Workmen's Compensation Tax			4
Bond			<u>3</u>
			\$7824

Administration @ 10% 1st year; 5% 2nd year

Salary 12/73 - 7/74 @ \$1507 per mo. = \$12056 @ 10% = \$1206
" " " 8/74 - 11/74 @ 1596 " " " = 6388 @ 10% = 639
" " " 12/74 - 7/75 @ 1596 " " " = 12776 @ 5% = 639
" " " 8/75 - 11/75 @ 1693 " " " = 6776 @ 5% = 339

Salary	\$2823
FICA	95
Unemployment Insurance	62
Retirement	165
Workmen's Compensation Tax	4
Bond	3
	<u>\$3152</u>

Micro Fiched

Total Salaries	\$42327
6% Cost of Living Increase	<u>2539</u>
Sub Total	\$44866

Supplies, Rent, Telephone, Utilities

@ 15% of Sub Total	\$ 6730
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Consultation

1 hour per mo. @ \$40.00 an hour	\$ 960
----------------------------------	--------

Travel - To 900 Miles Per Year @
10¢ per mile

\$ 1800

Total	\$54356
-------	---------

\$2265 mo. maximum

Monthly Billing = \$2190 plus mileage
(Mileage will not exceed \$900 per year).

FILED

DEC 18 1973

LAURENCE F. HENIGAN, Clerk

AGREEMENT NO. 73-272

By *Barbara A. Rodgers*
Deputy

CONTRACT FOR ANIMAL CONTROL SERVICES

THE CITY OF WOODLAND, hereinafter referred to as CITY and the COUNTY OF YOLO, hereinafter referred to as COUNTY, agree as follows:

RECITALS

1. CITY'S Ordinances incorporate by reference COUNTY'S Animal Control Ordinance and amendments thereto.
2. COUNTY maintains staff for enforcement of both CITY and COUNTY'S Animal Control Ordinances, and further maintains an Animal Shelter. Micro Fiched
3. CITY desires to increase the level of enforcement of CITY'S ordinance within CITY'S incorporated territory, and to that end the parties make this following agreement by which CITY will compensate COUNTY for such increased service.

AGREEMENT

1. In consideration for the reimbursement hereinafter agreed to be paid by CITY, COUNTY hereby agrees to employ an Animal Control Officer as an additional member of and increase in COUNTY'S present Animal Control Staff. COUNTY further agrees to provide such Officer with a vehicle. Said additional Animal Control Officer shall be referred to hereafter as the Woodland Officer. In recruiting and hiring the Woodland Officer, COUNTY agrees to hire an individual meeting at least the minimum qualifications required by COUNTY for all other persons employed by the COUNTY in the same capacity.

2. COUNTY agrees that the present level of animal control service furnished CITY by COUNTY'S existing staff shall not in any way be diminished, and that the average staff time hours for service to CITY by COUNTY'S existing staff shall continue at the present level notwithstanding the employment of the Woodland Officer.
3. Woodland Officer shall spend all of his duty time in service to and for the incorporated territory of CITY, operating exclusively within the City of Woodland. CITY shall be entitled to specify what days of the week and what hours of the day the Woodland Officer shall be on duty (the daily and weekly aggregate of which shall not exceed normal work days and work weeks) in order to *Micro Fiched* provide CITY with the maximum additional Animal Control possible by reason of the employment of the Woodland Officer.
4. CITY agrees to pay COUNTY as consideration for the additional animal control herein agreed upon the following amounts, monthly, commencing with the first day of the month following the hiring of the Woodland Officer:
 - a. The monthly salary and payroll taxes actually paid by COUNTY to or on behalf of the Woodland Officer.
 - b. All maintenance and operation expenses for the Animal Control vehicle used by the Woodland Officer, for the preceding month.
 - c. Monthly depreciation for said Animal Control vehicle which is hereby agreed to be

1/ (e.g. - 60th) of the price paid by COUNTY
to acquire said vehicle.

5. This agreement shall continue in effect until and through November 30, 1974. Thereafter, unless either party shall have given 30 days written notice of termination to the other party prior to said date, this agreement shall continue in effect until thirty days following such written notice of termination by either party given to the other.

EFFECTIVE DATE: JANUARY 1, _____, 1974

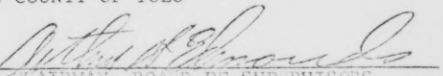
Micro Fiched

DATED: December 3, 1973

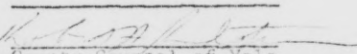
THE CITY OF WOODLAND

By 
CITY MANAGER, CITY OF WOODLAND

THE COUNTY OF YOLO

By 
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIF.

APPROVED TO FORM

By 
Deputy County Counsel of Yolo
County.

Book

FILED

DEC 11 1973

AGREEMENT NO. 72-273

LAURENCE P. HENGAN, Clerk

COUNTY OF YOLO, CALIFORNIA

Barbara Rodgers
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day
of December, 19 73, by and between
Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Omnibus Contract No. 9

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
captioned County of Volo, Department of Public Works,

Omnibus Contract No. 9

(Plan Index No. N.A.)

MO # 4232, 4235 &

5217

Approved November 12, 1973 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Volo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

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ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within April 15, 1974 or fortyworking days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, exactors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto-set their hands the year and date first above written.

APPROVED:

(County Counse)

45225

Laurence F. Henigan, Clerk

By Basil and Rodger Deputy

COUNTY OF YOLO

34

12-10-73 Chairman of the Board of Supervisors
GRANITE CONSTRUCTION COMPANY

GRANITE CONSTRUCTION COMPANY

By

Richard C. Solari, Vice President
Contractor

RECEIVED

DEC 19 1973

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

DEC 19 1973

LAURENCE P. HENIGAN, Clerk

By..... BARBARA A. RODGERS

Deputy

AGREEMENT NO. 73- 274

(Amendment to Agreement No. 73-43, Agreement for Physician Services)

THIS AGREEMENT made and entered into this 3rd day of December, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and a group of licensed physicians, VICTOR J. ALBERTINZZI, M. D., THOMAS E. ELLIOTT, M. D., HOMER B. MATTHEWS, M. D., and STANLEY SCHILLING, M. D., hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. The parties hereto have entered into Yolo County Agreement No. 73-43 dated March 12, 1973 to provide professional services of duly licensed physicians for the Emergency and Outpatient Departments of Yolo General Hospital.
2. The parties hereto desire to amend Paragraph 5 of said Agreement No. 73-43.

AGREEMENTS:

1. Paragraph 5 of Agreement No. 73-43 is hereby amended to read as follows:

5. COMPENSATION

COUNTY agrees to pay CONTRACTOR at the rate of \$16.50 per hour for physician services provided in Yolo General Hospital Outpatient Department. COUNTY agrees to pay CONTRACTOR at the rate of \$18.50 per hour for physician services provided in Yolo General Hospital Emergency Department. CONTRACTOR shall submit monthly statements, listing hours of physician services provided each day as soon as practicable after each month of service. COUNTY agrees to make payment within

1 ten (10) working days following receipt of
2 CONTRACTOR'S monthly statement.

3 2. The terms of this amendment shall become effective September 3,
4 1973.

5 3. In all other respects, the terms and conditions of Agreement
6 No. 73-43 are hereby ratified and confirmed.

7 IN WITNESS WHEREOF, the parties hereto have executed
8 this agreement as of the date hereinabove set forth.

9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY *William H. Edwards*

12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST:
14 LAURENCE P. HENIGAN, CLERK

15 BY *Pat E. Lucas*

16 DEPUTY

17 (SEAL)

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18
19
20 *Victor J. Albertazzi* M.D.

21 VICTOR J. ALBERTAZZI, M. D.

22 *Thomas E. Elliott* M.D.

23 THOMAS E. ELLIOTT, M. D.

24 *Homer B. Matthews* M.D.

25 HOMER B. MATTHEWS, M. D.

26
27 *Stanley Schilling* M.D.

28 STANLEY SCHILLING, M. D.

**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
FACE SHEET**

Group No. 1030

This Service Agreement, consisting of the attached Group Medical and Hospital Service Agreement and Benefit Schedules as supplemented by this Face Sheet, has been entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, and the Group named below in order to provide eligible Subscribers and eligible Family Dependents electing to enroll hereunder with health care benefits as specified in the attached Benefit Schedules and addenda hereto.

Amendment: Health Plan may amend this Agreement with respect to any matter, including rates, effective as of any anniversary of the effective date of this Agreement by written notice to Group at least sixty (60) days prior to said anniversary. All such amendments shall be deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance at least thirty (30) days prior to said anniversary, in which event this Agreement shall terminate in accordance with Section 8 D effective on the anniversary. Notwithstanding the foregoing, if either the Medicare Act or any rule or regulation thereunder is amended in a manner which significantly affects Health Plan's obligations hereunder, then this Agreement may be amended effective upon at least 30 days' written notice to Group and Group's concurrence in such amendments shall be established by continuation of coverage hereunder after the effective date of such amendment.

Eligibility: Members must meet the following requirements in addition to those specified in Section 2 A. None.

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Coverage: Subscribers are covered under "B" Coverage Benefit Schedule.
Family Dependents are covered under "B" Coverage Benefit Schedule.

Periodic Payments: This table shows periodic payments required under this Agreement. If the Subscriber has:

- No Family Dependents, the periodic payment is the appropriate amount shown in line A;
- One Family Dependent, the periodic payment is the sum of the appropriate amounts shown in lines A and B;
- Two or more Family Dependents, the payment is the sum of the appropriate amounts shown in lines A, B and C.

		Member entitled to Health Plan (Non-Medicare)	Member entitled to Health Plan Supplement to Medicare	Member age 65 or older not entitled to Health Plan Supplement to Medicare
A	Subscriber	\$ 18.02	\$ 8.80	\$ 18.02
B	First Dependent	\$ 18.02	\$ 8.80	\$ 18.02
C	All Other Dependents	\$ 15.70	\$ 8.80	N/A

Annual Open Enrollment Period:

Applications accepted during January provide coverage effective February 1,

Executed at Oakland, California to take effect

as of February 1, 1974

Date November 23, 1973

Accepted December 10, 1973

Yolo County
Auditor's Office
Court House
Woodland, California 95695

By: Attorney General
COUNTY BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: Frank Jones
Authorized Representative, Northern California
200 BB P/R

SUMMARY OF CHANGES TO THE SERVICE AGREEMENT

"E" COVERAGE

1. The number of days of fully covered prescribed general hospital care is increased from 150 to 365 days each calendar year.
2. When prescribed, 100 days of care in a skilled nursing facility are provided at no charge.
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3. The out-of-area coverage for emergency medical care is increased from \$3,000 to \$50,000 for each accident or illness. Full payment will be provided for the first \$3,000 of covered customary and reasonable charges. In addition, there will be payment of 80% of all such covered charges between \$3,000 and \$50,000.
4. Out-of-area emergency illness coverage includes emergency outpatient care. In the past, there was coverage for emergency illness only when hospitalized. The requirement that emergency illness must occur more than 30 miles from home and outside of our Service Area continues.
5. The exclusion of coverage for intentionally self-inflicted injuries is removed.
6. The exclusion of hospital coverage for pulmonary tuberculosis is removed.

FOR GROUPS WITH A PRESCRIPTION DRUG PLAN

1. Prepaid immunization coverage is expanded from a nine-immunization benefit to one which covers all diseases for which an immunization capability existed on January 1, 1973.
2. Disposable needles and syringes in quantities needed for injecting prescribed insulin are provided without charge.

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Organization
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

INTRODUCTION

Health Plan, in consideration of the periodic payments to be paid to Health Plan by Group and in consideration of the supplemental charges to be paid by or on behalf of Members, agrees to arrange necessary Medical and Hospital Services and other benefits during the term of this Service Agreement, subject, however, to all terms and conditions of this Service Agreement and the attached Benefit Schedules.

Interpretation of Agreement. In order to provide the advantages of integrated medical and hospital facilities and of group medical practice, Health Plan operates on a direct-service rather than indemnity basis. The interpretation of this Agreement is guided by the direct-service nature of the Health Plan program.

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1. DEFINITIONS

As used in this Medical and Hospital Service Agreement and all schedules or addenda hereto (except as otherwise expressly provided or made necessary by the context):

A. "Health Plan" means Kaiser Foundation Health Plan, Inc., a nonprofit corporation organized for the primary purpose of arranging for Medical and Hospital Services.

B. "Service Area" means that geographical area within the sixteen Northern California counties (Alameda, Amador, Contra Costa, El Dorado, Marin, Napa, Placer, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo and Yuba) lying within a radius of thirty miles of any Hospital or Medical Office.

C. "Health Plan Region" means any geographical area in which a direct-service health care program is conducted by Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, or an affiliated organization.

D. "Subscriber" means a person who meets all applicable eligibility requirements of Section 2 and enrolls hereunder, and for whom the prepayment required by Section 4 has been actually received by Health Plan.

E. "Family Dependent" means any member of a Subscriber's family who meets all applicable eligibility requirements of Section 2 and is enrolled hereunder and for whom the prepayment required by Section 4 has been actually received by Health Plan.

F. "Member" means any Subscriber or Family Dependent; "Medicare Member" means any Member entitled to benefits under both Parts of Medicare.

G. "Medical Group" means The Permanente Medical Group, a partnership of Physicians.

H. "Physician" means any doctor of medicine associated with or engaged by Medical Group; "Attending Physician" means the Physician primarily responsible for the care of a Member with respect to any particular injury or illness.

I. "Hospital" means any hospital in Health Plan's Northern California Region with which Health Plan maintains contractual arrangements for Hospital Services. A current list of such Hospitals may be obtained from any Health Plan office.

J. "Medical Office" means any outpatient treatment facility in Health Plan's Northern California Region which is staffed by Medical Group. A current list of such Medical Offices may be obtained from any Health Plan office.

K. "Medical Services" (except as expressly limited or excluded by this Agreement) means those professional services of physicians and surgeons, and paramedical personnel, including

medical, surgical, diagnostic, therapeutic and preventive services which are (i) generally and customarily provided in the Service Area, and (ii) performed, prescribed or directed by Physicians.

L. "Hospital Services" (except as expressly limited or excluded by this Agreement) means those services for registered bed patients which are (i) generally and customarily provided by acute general hospitals in the Service Area, and (ii) prescribed, directed or authorized by a Physician.

M. "Prevailing Rates" means the cost of services provided by a Hospital, and the rates generally prevailing in the Service Area for all other services.

N. "Health Plan Rates" means the rates set forth in the Schedule of Supplemental Charges maintained at Hospitals and Medical Offices. Such rates are maintained at approximately 50% of Prevailing Rates for similar services. Said Schedule of Supplemental Charges may be revised without notice from time to time.

O. "House Call Area" means that geographical area surrounding each Hospital and Medical Office within which house calls are rendered under this Agreement. Such areas may be revised without notice from time to time. A current definition of each House Call Area may be obtained at the Hospital or Medical Office upon which such House Call Area is based.

P. "Benefit Schedule" means the Schedule referring to the Member's coverage.

Q. "Medicare" means Part 1 of the Federal Health Insurance for the Aged and Disabled Act as in effect on July 1, 1973.

R. "Spell of Illness" has the same meaning as in Medicare. A Spell of Illness begins when a person enters a hospital or skilled nursing facility and ends when he has not been a patient in either a hospital or skilled nursing facility for 60 consecutive days.

S. "Skilled Nursing Facility" has the same meaning as in Medicare, but applies only to facilities approved in writing by Medical Group.

T. "Extended Care Services" has the same meaning as in Medicare, but applies only to services performed, prescribed or directed by a Physician.

C. "Part A Home Health Services" and "Part B Home Health Services" means "Post-Hospital Home Health Services" and "Home Health Services", respectively, as those terms are defined in Medicare but they apply only to services prescribed or directed by a Physician.

2. ELIGIBILITY, ENROLLMENT AND COVERAGE

A. ELIGIBILITY OF INDIVIDUALS. Individuals will be accepted for enrollment hereunder only upon meeting all applicable requirements set forth below.

(1) **Subscribers.** To be eligible to enroll as a Subscriber a person must be either (a) an actual and bona fide member of Group, or (b) entitled under the trust agreement, employment contract or other established standard of Group, on his own behalf and not by virtue of dependency status, to participate in medical and hospital care benefits arranged by Group.

(2) **Family Dependents.** To be eligible to enroll as a Family Dependent a person must be either:

- (a) the spouse of the Subscriber, or
- (b) a dependent child of either the Subscriber or the spouse of the Subscriber and either:

- (i) unmarried and under the age of 19, or
- (ii) over the age of 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 19, and chiefly dependent upon the Subscriber or the spouse of the Subscriber for support and maintenance; proof of incapacity and dependency must be furnished annually if requested by Health Plan.

Foster children entirely supported by the Subscriber and the spouse of the Subscriber and legally adopted children of either, as well as natural children, are included if they meet the requirements of this section. Newborn children are treated as Family Dependents from birth if promptly enrolled by a parent.

(3) **Membership Previously Terminated.** No person is eligible to enroll hereunder who has had Health Plan Coverage terminated for cause under Section 8-B of this or any other Health Plan Medical and Hospital Service Agreement.

3. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT

The relationship between Health Plan and Medical Group and between Health Plan and Hospitals is an independent contractor relationship. Physicians and Hospitals are not agents or employees of Health Plan, nor is Health Plan, nor any employee of Health Plan, an employee or agent of Hospitals or Medical Group.

Physicians maintain the physician-patient relationship with Members and are solely responsible to Members for all Medical Services. Hospitals maintain the hospital-patient relationship with Members and are solely responsible to Members for all Hospital Services.

Information from medical records of Members and information received by Physicians or Hospitals incident to the physician-patient or hospital-patient relationship is kept confidential, and, except for use incident to bona fide medical research and education or reasonably necessary in connection with the administration of this Agreement, is not disclosed without the consent of the Member.

4. PERIODIC PAYMENTS

Payment for Health Plan coverage is made as follows:

A. PERIODIC PAYMENT SCHEDULE. Group shall remit to Health Plan on behalf of each Subscriber and his Family Dependents the amounts specified in the Face Sheet for each month on or before the last day of the preceding month. These amounts are called the "Base Payment". If a state or any other taxing authority imposes upon Health Plan a tax or license fee which is levied upon or measured by the Base Payment or by Health Plan's gross receipts or any portion of either, then commencing upon the effective date of such tax or license fee, Group shall remit to Health Plan with the appropriate Base Payment an amount sufficient to cover all such taxes and license fees rounded to the nearest cent. Only Members for whom the stipulated payment is actually received by Health Plan are entitled to health services covered hereunder and then only for the period for which such payment is received.

If any payment required above is not received by the time

(4) **Change of Group Eligibility Rules.** The composition of Group and requirements determining eligibility for membership in Group and for participation in medical and hospital care benefits arranged by Group are considerations material to the execution of this Agreement by Health Plan; during the term of this Agreement no change in Group's eligibility or participation requirements is permitted to affect eligibility or enrollment under this Agreement in any manner deemed adverse by Health Plan unless such change is effected by mutual agreement with Health Plan.

B. ENROLLMENT. While enrollment is open for Group, Subscribers and Family Dependents who meet the requirements of Section 2-A may enroll hereunder by submitting complete applications on forms provided by Health Plan.

C. COVERAGE. Coverage of Members enrolled hereunder is as set forth in the Face Sheet.

Special Provisions Relating to Members Entitled to Any Medicare Benefits. The benefits under this Agreement for Members entitled to any Medicare benefits do not duplicate any benefit to which they are entitled under Medicare.

All sums payable to or on behalf of Members pursuant to Medicare for services provided pursuant to this Agreement are payable to and retained by either Health Plan or the provider of services entitled thereto, and each Member entitled to any Medicare benefits shall complete and submit to Health Plan all documents reasonably requested by Health Plan in order to obtain or assure such payment. The monetary amounts referred to in Sections I, K and L of the applicable Benefit Schedule are available only to satisfy those costs not covered under Medicare and not to duplicate any benefit to which a Member is entitled under Medicare.

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Neither Group nor any Member is the agent or representative of Health Plan, and neither is liable for any acts or omissions of Health Plan, its agents or employees, or of Medical Group, any Physician, or Hospital, or any other person or organization with which Health Plan has made or hereafter makes arrangements for the performance of services under this Agreement.

Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by Physicians. Physicians may regard such refusal to accept their recommendations as incompatible with the continuance of the physician-patient relationship and as obstructing the providing of proper medical care. If a Member refuses to accept such a recommended treatment or procedure, and the Physician believes that no professionally acceptable alternative exists, such Member shall be so advised. If the Member still refuses to accept the recommended treatment or procedure, then neither Physicians, Hospitals nor Health Plan shall have any further responsibility to provide care for the condition under treatment.

specified above, all rights of such Members hereunder terminate and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

B. SUPPLEMENTAL CHARGES. In addition, Members shall pay or arrange for payment of applicable supplemental charges as provided in the applicable Benefit Schedules, and in case of failure to do so, the Members' rights may be terminated on fifteen (15) days' notice and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

C. ECONOMIC STABILIZATION RULES. No amount otherwise payable under this Agreement shall be payable to the extent that it is not payable by virtue of the Economic Stabilization Act of 1970, or any extension or amendment thereof, or any other law of similar or related purpose or import, or any rule, regulation, order or decision issued thereunder. Any such amount actually paid to Health Plan shall be refunded or credited.

5. SERVICES AND BENEFITS

Subject to all terms and provisions of this Agreement, Members are entitled to receive services and other benefits as follows:

A. WITHIN THE NORTHERN CALIFORNIA SERVICE AREA. Within the Service Area, Subscribers and Family Dependents are entitled to receive the services and other benefits specified in the applicable Benefit Schedule, all as provided, prescribed or directed by Physicians. Within this Area, covered services are available only from Medical Group and Hospitals (and, for Members entitled to Extended Care Services under Section M of the applicable Benefit Schedule, in Skilled Nursing Facilities), and neither Health Plan, Hospitals nor Medical Group has any liability or obligation whatsoever on account of

any service or benefit sought or received by any Member from any other doctor, hospital or skilled nursing facility, or other person, institution or organization, unless prior special arrangements are made by a Physician and confirmed by written referral from Medical Group.

B. OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. Members regularly residing in the Service Area while temporarily away from home and outside said Service Area may receive the additional benefits specified in Section L of the applicable Benefit Schedule.

6. EXCLUSIONS AND LIMITATIONS

A. EXCLUSIONS. All services for conditions within any of the following classifications are excluded from the coverage of this Agreement:

(1) **Psychiatric Conditions.** Psychiatric care, including any treatment for insanity, mental illness or disorders.

(2) **Alcoholism and Drug Addiction.** Alcoholism, drug addiction, alcohol-induced mental conditions caused by a drug or drug for which the patient did not have a prescription. The exclusion for alcoholism does not apply to Medicare Members.

(3) **Employer or Governmental Responsibility.** Illnesses, injuries or conditions covered by services, indemnification or reimbursement available either:

(a) pursuant to any federal, state, county or municipal workmen's compensation or employer's liability law or other legislation of similar purpose or import; or

(b) from any federal, state, county, municipal or other governmental agency, including, in the case of service-connected disabilities, the Veterans' Administration.

If there is reasonable doubt whether or not a Member should receive benefits under this Agreement or from any such source, if the Member seeks diligently to establish his rights to benefits from such other source, services will be furnished under this Agreement; provided, however, that the value of such services, at Prevailing Rates, is recoverable by Health Plan or its nominee from such other source, or from the Member, if and to the extent it is determined that monetary benefits should have been provided by such other source.

(4) **Custodial, Domiciliary, or Convalescent Care.** Custodial care, domiciliary care, or convalescent care for which, in the judgment of the Attending Physician, the facilities and services of an acute general hospital (or, for Members entitled to Extended Care Services under Section M of the applicable Benefit Schedule, of a Skilled Nursing Facility) are not medically required.

(5) **Cosmetic Surgery and Dentistry.** Conditions for which plastic surgery is indicated primarily for cosmetic purposes. Dental care and dental X-rays.

(6) **Certain Physical Examinations.** Physical examinations required for obtaining or continuing employment or governmental licensing.

(7) **Rental of Durable Equipment.** Durable medical equipment, including iron lungs, oxygen tents, hospital beds, and wheelchairs used in the Member's home (including an institution used as his home), except that Medicare Members have benefits set forth in Section E-3 of the applicable Benefit Schedule.

7. CONVERSION AND TRANSFER

A. CONVERSION TO INDIVIDUAL ENROLLMENT.

If any person who has been a bona fide Member under this Agreement for at least ninety (90) days ceases to be qualified to continue as a Member for any reason other than:

(1) nonpayment of applicable charges; or

(2) termination of membership rights pursuant to Section 8, then said person may, within thirty (30) days after termination of rights under this Agreement, convert his membership to such classification of Health Plan individual coverage in effect at the time of his application for conversion.

(8) **Infectious Studies.** If requested by a Member, an infectivity study will be conducted under the direction of a Physician on payment of Prevailing Rates.

B. LIMITATIONS. The rights of Members and obligations of Health Plan, Hospitals and Medical Group hereunder are subject to the following limitations:

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(1) **Major Disaster or Epidemic.** In the event of any major disaster or epidemic, Physicians and Hospitals shall render or attempt to arrange covered services insofar as practical, according to their best judgment, within the limitations of such facilities and personnel as are then available, but neither Health Plan, Hospitals nor Medical Group has any liability, or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

(2) **Circumstances Beyond Health Plan's Control.** If due to circumstances not reasonably within the control of Health Plan, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of Hospital or Medical Group personnel, or similar causes, the rendition of services covered hereunder is delayed or rendered impractical, neither Health Plan, Hospitals, Medical Group nor any Physician has any liability or obligation on account of such delay or such failure to provide services.

(3) **Corrective Appliances and Artificial Aids.** Artificial aids and corrective appliances, such as braces, prosthetic devices, hearing aids, corrective lenses and eyeglasses, are not provided under this Agreement, but Health Plan will attempt to make arrangements whereby such aids and appliances may be obtained at reasonable rates, services necessary to determine the need therefor are provided.

(4) **Injuries Caused By Third Parties.** In case of injuries caused by any act or omission of a third party, and complications incident thereto, services and other benefits requested hereunder are furnished but are charged at Prevailing Rates. However, the Member is not required to pay any amount in excess of the total amount collected on account of the injury.

This limitation is not applicable to Medicare Members.

(5) **Rehabilitation.** Neuromuscular rehabilitation and post-polio rehabilitation are limited to the benefits specifically provided in Section E-2 of the applicable Benefit Schedule.

(6) **Chronic Hemodialysis and Organ Transplants.** Hemodialysis for chronic conditions and organ (kidney) transplants are provided only in accordance with Section J of the applicable Benefit Schedule.

B. TRANSFER OF RESIDENCE. Members who transfer their residence from the Northern California Region to any geographical area not served by Health Plan may, if they so desire, continue their Health Plan coverage by paying applicable charges. However, the only benefits provided outside of Health Plan Regions are those specified in Section L of the applicable Benefit Schedule. For service benefits under this Agreement the Member must return to the Service Area or to another Health Plan Region identified in Section L of the applicable Benefit Schedule.

Members who transfer their residence to another Health Plan Region must promptly apply to a Health Plan office in such Region to transfer their membership. Acceptance of transfer applications is discretionary with the Region to which transfer is sought. Ordinarily a person who has been a bona fide member in one Region for at least one year will be accepted for transfer.

8. TERM AND TERMINATION

This Agreement shall continue in effect for one year from the effective date hereof and from year to year thereafter, subject to:

A. TERMINATION ON NOTICE. Termination by either party by giving written notice to the other party at least thirty (30) days prior to the anniversary of the effective date of this Agreement.

B. INDIVIDUAL TERMINATION FOR CAUSE. If Hospitals or Medical Group, after reasonable efforts to establish and maintain satisfactory hospital-patient or physician-patient relationships with any Member, is unable to do so, then the rights of such Member and other Members of his family under this Agreement may be terminated on not less than fifteen (15) days' written notice to Subscriber. At the effective date of such termination, prepayments received on account of such terminated Member or Members applicable to periods after the effective date of termination shall be refunded, and Health Plan shall have no further liability or responsibility under this Agreement.

C. TERMINATION BY HEALTH PLAN—HOSPITAL AND OBSTETRICAL BENEFITS. If Health Plan terminates this Agreement pursuant to Section 8-A, any Member who is a registered bed patient in a Hospital at the effective date of termination shall receive these benefits: all benefits otherwise available hereunder to hospitalized patients, for the condition under treatment, during the remainder of that particular episode of hospitalization, until either (1) the expiration of such benefits, or (2) determination by the Attending Physician that hospitalization is no longer medically indicated, whichever first occurs. In maternity cases under care at the effective date of termination Health Plan may either, at its election (a) continue obstetrical

No right to service benefits under Section I. of the applicable Benefit Schedule exists in another Health Plan Region after a Member has lived in the vicinity of such Region more than 90 days, unless the Member, by prior application to Health Plan, demonstrates special circumstances under which a longer period is "temporary" and the Member's continuing status of temporary residence is confirmed in writing by Health Plan.

care only, through confinement and discharge, subject to payment of applicable supplemental charges, or (b) convert the Member from group to individual membership. Except as expressly provided in this subsection, all rights to benefits cease as of the effective date of termination.

D. TERMINATION BY GROUP. If Group terminates this Agreement pursuant to Section 8-A, then all rights to benefits cease as of the effective date of termination. Health Plan will cooperate with Group in attempting to work out equitable arrangements for continuing care of Members who are hospitalized at the termination date.

E. DISCONTINUANCE OR PARTIAL DISCONTINUANCE OF HEALTH PLAN OPERATIONS AND SERVICES. If Health Plan's Board of Directors determines that, due to circumstances beyond Health Plan's control, it would be impractical to continue providing or arranging any or all benefits and services being provided or arranged pursuant to this Agreement, then Health Plan and Group shall endeavor to agree on amendments to this Agreement (and on adjustments in the rights of the Members) which relate to the services and benefits which are the subject of such determination. If the parties are unable to agree on such amendments and adjustments, then Health Plan may terminate this Agreement at any time on thirty (30) days' written notice to Group, and neither Health Plan, Hospitals nor Medical Group has any further liability or responsibility by reason of or pursuant to this Agreement after the effective date of such termination.

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9. MISCELLANEOUS PROVISIONS

A. ACCEPTANCE OF AGREEMENT. Group may accept this Agreement either by execution of the acceptance provided on the Face Sheet or by making payments to Health Plan pursuant to Section 4-A hereof, and such acceptance renders all terms and provisions hereof binding on Health Plan and Group.

B. AGREEMENT BINDING ON MEMBERS. By this Agreement, Group makes Health Plan coverage available to persons who are eligible under Section 2; however, this Agreement is subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Health Plan and Group without the consent or concurrence of the Members. By electing medical and hospital coverage pursuant to this Agreement or accepting benefits hereunder, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.

C. APPLICATIONS, STATEMENTS, ETC. Members or applicants for membership shall complete and submit to Health Plan such applications, medical review questionnaires, or other forms or statements as Health Plan may reasonably request; Members warrant that all information contained in such applications, questionnaires, forms or statements submitted to Health Plan incident to enrollment under this Agreement or the administration hereof are true, correct and complete, and all rights to benefits hereunder are subject to the condition that all such information is true, correct and complete. Each Member entitled to any Medicare benefits shall complete and submit to Health Plan such consents, releases, assignments and other documents as Health Plan may reasonably request in connection with Medicare; any Member who fails to do so must pay for services received at Prevailing Rates.

D. IDENTIFICATION CARDS. Cards issued by Health Plan to Members pursuant to this Agreement are for identification only. Possession of a Health Plan identification card confers no right to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member on whose behalf all applicable charges under this Agreement have actually been paid. Any person receiving services or other benefits to which he is not then entitled pursuant to the provisions of this Agreement is chargeable therefor at Prevailing Rates. If any Member permits the use of his Health Plan identification card by any other person, such card may be retained by Health Plan, and all rights of such Member and other Members of his family pursuant to this Agreement shall be immediately terminable at the will of Health Plan.

E. ADMINISTRATION OF AGREEMENT. Health Plan may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement.

F. NOTICES. Any notice under this Agreement may be given by United States Mail, postage prepaid, addressed as follows:

- | | |
|--------------------|---|
| If to Health Plan: | Kaiser Foundation Health Plan, Inc.
P.O. Box 12916
Oakland, California 94604 |
| If to a Member: | To the latest address provided for the Member on enrollment or change of address forms actually delivered to Health Plan. |
| If to Group: | To the address indicated in the Face Sheet. |

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Organization
Northern California Region

"B" COVERAGE

BENEFIT SCHEDULE

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Subject to all terms, conditions and definitions in the foregoing Service Agreement, Members with "B" coverage are entitled to receive the Medical and Hospital Services and other benefits set forth in this Schedule, upon payment of specified supplemental charges. These services and benefits are available only in the Northern California Service Area and only if and to the extent that they are provided, prescribed or directed by a Physician, and except for house calls pursuant to Section C and special benefits under Sections J, K, L, M and N) received at a Hospital or Medical Office, all as defined in Section I of the Service Agreement.

The benefits under this Agreement for Members entitled to any Medicare benefits:

- (a) do not duplicate any benefit to which they are entitled under Medicare, and
- (b) except where otherwise specifically provided, are the same as the benefits for Subscribers and Family Dependents, respectively, who are not entitled to any Medicare benefits.

The monetary amounts referred to in Section J, K and L of this Benefit Schedule are available only to satisfy those costs not covered under Medicare and not to duplicate any benefit to which the Member is entitled under Medicare.

A. MEDICAL CARE IN HOSPITAL AND OFFICE

1. **CARE WHILE HOSPITALIZED.** All services of Physicians and paramedical personnel as requested or directed by the Attending Physician, including operations, other surgical procedures, anesthesia and consultation with and treatment by specialists, laboratory and X-ray services as specified in Section D, and physical therapy as specified in Section E-1, are provided without charge while the Member is admitted to a Hospital as a registered bed patient.

2. CARE IN MEDICAL OFFICES OR EMERGENCY DEPARTMENTS

a. **Diagnosis and Treatment.** All services of Physicians and paramedical personnel, as requested or directed by the Attending Physician, including surgical procedures, eye examinations for glasses, and consultation with and treatment by specialists, are provided at Medical Offices and Hospital emergency departments upon payment of a \$1.00 registration charge per visit.

b. **Preventive Services.** In addition to diagnosis and treatment, Physicians' services for health maintenance, including physical check-ups and other preventive medical services, are provided upon payment of a \$1.00 registration charge per visit. X-ray and laboratory examinations in conjunction with physical check-ups are provided pursuant to Section D.

3. **CARE IN SKILLED NURSING FACILITY.** All services of physicians, as prescribed or directed by the Attending Physician (to the extent practicable within the limitations of the equipment and staff of the Skilled Nursing Facility), are provided without charge while the Member is admitted to the Facility as a registered bed patient.

B. HOSPITAL CARE

During each calendar year, 365 days of prescribed hospital care are provided without charge. Hospital care includes room and board and general nursing care while the patient is admitted to the Hospital as a registered bed patient, and the following

additional facilities, services and supplies as prescribed: use of operating room, private room, intensive care room and related hospital services; special diet, special-duty nursing, medications as specified in Section F, and supplies. Prescribed blood transfusions are provided without charge if blood is replaced at a blood bank designated by Medical Group. Prevailing Rates are charged if blood is not replaced. No charge is made for blood covered under Medicare. A blood transfusion program is available to Members who make periodic blood contributions.

C. HOUSE CALLS FOR EMERGENCIES OR ACUTE CONDITIONS

All necessary house calls for emergencies or acute conditions by Physicians and by visiting nurses when prescribed by a Physician are provided within House Call Areas. For Physicians' house calls, payment in accordance with the following schedule is required:

Calls requested or made between 9 a.m. and 5 p.m.	\$3.50 per call
Calls requested and made between 5 p.m. and 9 a.m.	\$5.00 per call

An additional charge of \$2.00 is made for each additional Member who requires attention at the same household.

No charge is made for prescribed calls by visiting nurses.

If, in the Physician's judgment, more than two house calls are required during a particular episode of treatment on account of an emergency or acute condition, no further payment for house calls is required after the second house call.

D. X-RAY AND LABORATORY

All prescribed X-ray and laboratory tests and services, including diagnostic X-rays, X-ray therapy, fluoroscopy, electrocardiograms, metabolism, blood and urine and other laboratory

tests, and diagnostic clinical isotope services, are provided without charge.

E. PHYSICAL THERAPY AND NEUROMUSCULAR REHABILITATION

1. PHYSICAL THERAPY

a. While Hospitalized. During any period of fully prepaid hospitalization specified in Section B of this Schedule, prescribed physical therapy is provided without charge to all Members. Physical therapy prescribed hereunder is limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

b. In Medical Offices or Emergency Departments. Prescribed physical therapy is provided at Medical Offices and Hospital emergency departments upon payment of a \$1.00 registration charge per visit. Physical therapy prescribed hereunder is limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

2. NEUROMUSCULAR REHABILITATION. More extensive specialized physical medicine and rehabilitation services, including physical therapy and post-polio rehabilitation, provided at the Kaiser Foundation Rehabilitation Center in Vallejo, are available to Members at Health Plan Rates (reduced by all amounts payable for the services under Medicare) if the Attending Physician and the Kaiser Foundation Rehabilitation Center medical staff, after consultation, are of the opinion that the Member is apt to derive substantial benefits from a course of treatment of limited duration at the Rehabilitation Center.

Institutional care at the Kaiser Foundation Rehabilitation Center primarily for purposes of neuromuscular rehabilitation is provided at Health Plan Rates. This care is provided without charge to Members entitled to benefits under Part A of Medicare during each day for which all or any portion of this care is paid for under Medicare.

3. DURABLE EQUIPMENT FOR MEDICARE MEMBERS. Durable medical equipment used in a patient's home (including an institution used as his home) paid for in whole or in part under Medicare is provided without charge to Medicare Members for the same period that partial or full reimbursement therefor is available under Medicare.

F. PRESCRIBED MEDICATIONS

1. ADMINISTERED TO MEMBERS

a. While Hospitalized. All prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials, allergy treatment materials, dressings and casts are provided without charge.

b. In Medical Offices, Emergency Departments, and on House Calls.

(i) Members Who Are Not Medicare Members. A reasonable charge is made for medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials administered to Members who are not Medicare Members at Medical Offices, at Hospital emergency departments, or on house calls. Prescribed dressings and casts are provided without charge. The items which will be furnished on house calls are those normally carried by house call Physicians. A moderate charge may be made for administration of medications supplied by the patient.

(ii) Medicare Members. Non-self-administered medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials, allergy treatment materials, dressings and casts furnished at Medical Offices, at Hospital emergency departments, or on house calls are provided without charge to Medicare Members. The items which will be furnished on house calls are limited to those normally carried by house call Physicians. Immunizations for all diseases for which immunizations were generally available in the Service Area on January 1, 1973 are provided

without charge. A list of diseases for which immunizations are covered is available at any Health Plan office.

2. PURCHASED BY MEMBERS

a. Members Who Are Not Medicare Members. Members who are not Medicare Members may purchase drugs and medications at reasonable rates from pharmacies in the Service Area that are operated by Kaiser Foundation Hospitals or by Permanente Services, Inc.

b. Medicare Members. Medicare Members may purchase covered medications and accessories at the Blue Book or Red Book unit price determined from the smallest standard size package listed, or for \$1.00, whichever is greater, except that if the regular charge is less than \$1.00, Members pay the regular charge. The Blue Book is used when it is most current and the Red Book is used when it is most current. Each refill of a prescription is subject to the same conditions and charges as the original prescription.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in the Service Area that are operated by Kaiser Foundation Hospitals or by Permanente Services, Inc. The scheduled hours of operation of such pharmacies will be provided to Group on request.

(i) Drugs for which a prescription is required by law.

(ii) Additional drugs and accessories:

(1) Diabetic supplies:

(a) insulin;

(b) sugar test tablets, sugar test tape, acetone test tablets and Benedict's solution or equivalent;

(c) disposable needles and syringes in quantities needed for injecting prescribed insulin are provided without charge.

(2) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accordance with a physician's prescription).

(3) Elixir Terpin Hydrate, N.F.

(4) The following anti-acids:

(a) aluminum hydroxide;

(b) aluminum hydroxide with magnesium trisilicate;

(c) aluminum and magnesium hydroxide gel;

(d) calcium carbonate, magnesium carbonate suspension;

(e) dihydroxyaluminum aminoacetate.

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G. EMERGENCY AMBULANCE SERVICE

Necessary ambulance service is provided without charge within the Service Area if such service is ordered or approved by a Physician.

H. OBSTETRICAL CARE

Full obstetrical care, after pregnancy is confirmed, including all applicable benefits set forth above, is provided upon payment of \$60.00 if confinement is due after ten months' continuous membership, or upon payment of \$140.00 if confinement is due before ten months' continuous membership. The supplemental charges specified in Section A of this Schedule will not be made for obstetrical care. For Medicare Members, full obstetrical care, after pregnancy is confirmed, is provided without charge.

Obstetrical care includes the following services for the mother before and during confinement and during the postpartum period: Hospital care, including use of delivery room; all services of Physicians including operations and special procedures such as Cesarean sections if necessary; anesthesia; X-ray and laboratory services as required for conditions relating to pregnancy. Medications, including injectables, are provided as specified in Section F.

Care for the newborn child is provided during the mother's confinement.

Interrupted Pregnancies. If care is required for interrupted pregnancy, Prevailing Rates are charged for all services rendered, but payment required hereunder shall not exceed two-thirds of the payment above specified for full obstetrical care.

J. CHRONIC HEMODIALYSIS AND KIDNEY TRANSPLANTS

Subject to the limitations set forth in this Section, Health Plan will pay for hemodialysis for chronic conditions and for kidney transplants up to \$10,000 each calendar year per Member for the aggregate of these services, reduced by payments to the Member or on his behalf under corresponding provisions of other Health Plan Service Agreements. Covered services include equipment, training, and medical supplies required for home dialysis, and a kidney donor's reasonable expenses directly related to a kidney donation to a Member. Unless the recipient directs otherwise in writing, his expenses will be paid before any of the donor's expenses are paid.

For Medicare Members such services paid for in whole or in part under Medicare are provided without charge.

Covered services are provided only upon referral by Medical Group at hemodialysis facilities or at community transplant facilities within the Service Area that are approved by Medical Group. Referrals are subject to all provisions of Section K of this Benefit Schedule and only if Medical Group determines that a service referred to in this Section represents the preferred method of treatment. If after referral either Medical Group or the referral facility determines that the Member does not satisfy its criteria for the service involved, Health Plan's obligation is limited to paying for covered services provided prior to such determination, plus covered services subsequently provided to Medicare Members paid for in whole or in part under Medicare. Neither Health Plan, Medical Group nor Physicians undertakes to furnish a kidney donor nor to assure the availability or capacity of referral facilities approved by Medical Group.

Hemodialysis for acute conditions is provided subject to the provisions of this Benefit Schedule, excluding this Section J. Whether a Member is suffering from an acute or chronic condition will be determined by Medical Group.

K. PAYMENT IN LIEU OF SERVICE BENEFITS

If, in the professional judgment of Medical Group, a Member requires Medical or Hospital Services included in the coverage of this Service Agreement which require skills not available within Medical Group or facilities not available in Hospitals and Medical Offices, and Medical Group determines that it would be in the best interests of the Member to obtain care from another source in the community, then, upon written referral by Medical Group, payment, in lieu of service benefits hereunder, will be made for prescribed services within the coverage of this Agreement. Charges for Hospital Services will be reimbursed in accordance with the benefits to which the Member would be entitled at a contracting Hospital.

L. BENEFITS FOR SUBSCRIBERS AND FAMILY DEPENDENTS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA

These benefits are added to assist a Member who sustains accidental injury or becomes ill while temporarily away from his regular residence and from the Health Plan Service Area in Northern California. Accordingly, such benefits are limited to emergencies or other circumstances in which care is required immediately and unexpectedly; elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Northern California Region is not covered.

1. SERVICE BENEFITS IN OTHER HEALTH PLAN REGIONS. Health Plan, either directly or through an affiliated

corporation, conducts direct-service hospital and medical care programs in the Greater Los Angeles and San Diego areas in California, in the Cleveland area in Ohio, in the Denver area in Colorado, on the Islands of Oahu and Maui, Hawaii, and in Portland, Oregon and vicinity. Members regularly residing in the Northern California Region, while temporarily in another Health Plan Region, may receive hospital and medical services for emergency or other non-elective medical care requirements. To obtain such services Members must apply to a hospital or medical office within such Region which is covered by a contractual arrangement maintained by Health Plan for hospital or medical services and must pay applicable supplemental charges. A list of contracting hospital and medical office facilities in such Regions may be obtained at any Health Plan office in the Northern California Region.

Services and supplemental charges are those prevailing in such Region for the Health Plan coverage generally provided within the Region which is most nearly comparable to the Member's coverage in the Northern California Region.

2. ACCIDENTAL INJURY OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. If a Member, while outside the Northern California Service Area, is accidentally injured and receives emergency medical, hospital or ambulance services, Health Plan shall pay up to \$3,000.00 for all customary and reasonable charges actually incurred for such services, plus 80% of such charges between \$3,000.00 and \$50,000.00.

3. EMERGENCY ILLNESS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. If a Member becomes ill and receives emergency medical, hospital or ambulance services while temporarily more than thirty (30) miles from his regular place of residence and outside the Northern California Service Area, Health Plan shall pay up to \$3,000.00 for all customary and reasonable charges actually incurred for such services, plus 80% of such charges between \$3,000.00 and \$50,000.00.

Obstetrical Cases. Payment as outlined above is made on account of emergency medical, hospital or ambulance services required as a result of complications of pregnancy but not for normal delivery. Any unpaid portion of the supplemental charge specified in Section H is offset against amounts otherwise payable hereunder.

4. CONTINUING OR FOLLOW-UP TREATMENT. Micro Fiched
Monetary payment on account of accidental injury or emergency illness is limited to emergency care required before the Member can, without medically harmful or injurious consequences, return to the Northern California Service Area or to a contracting hospital or medical office in the nearest other Health Plan Region. Benefits for continuing or follow-up treatment are provided only at a contracting hospital or medical office in the nearest Health Plan Region. If the Member obtains prior approval from Health Plan or a Physician in the Northern California Service Area or the nearest other Health Plan Region, a portion of the allowance described in Sections L-2 and L-3 may be applied toward the cost of necessary ambulance service or other special transportation arrangements medically required to transport the Member to the Service Area or the Health Plan Region for continuing or follow-up treatment.

5. NOTIFICATION, CLAIMS AND PAYMENT. Any Member receiving hospital care within the scope of Sections L-2 or L-3 shall notify a Northern California Health Plan office within forty-eight (48) hours after hospital admission.

No claim pursuant to this Section L shall be allowed unless a complete application for payment, on forms to be provided by Health Plan, is filed with a Health Plan office in the Northern California Region within sixty (60) days after the date of the first service for which payment is requested.

M. EXTENDED CARE SERVICES

Subject to the limitations set forth in this Section, during each Spell of Illness 100 days of prescribed Extended Care Services are provided or arranged without charge at approved Skilled Nursing Facilities, except that the number of days of care for Medicare Members is reduced and offset by all days of Extended

Care Services covered in whole or in part by Medicare that the Member receives during the Spell of Illness from facilities which have not been approved in writing by Medical Group. Extended Care Services include all drugs, biologicals, supplies, appliances and equipment provided, furnished or arranged by the Skilled Nursing Facility.

The terms "Skilled Nursing Facility" and "Extended Care Services" are interpreted as if all Members covered under this Benefit Schedule were Medicare Members, except that Medicare's requirement of prior hospitalization does not apply.

N. PART A HOME HEALTH SERVICES AND PART B HOME HEALTH SERVICES FOR MEDICARE MEMBERS

Subject to the limitation set forth in this Section, Part A Home Health Services are provided without charge for Medicare Members for up to 100 visits during the applicable one-year

period after the beginning of one Spell of Illness, and before the beginning of the next. Part B Home Health Services are provided without charge for Medicare Members for up to 100 visits during a calendar year, provided that the number of Part A Home Health Services visits and the number of Part B Home Health Services visits available to the Member under this Section each shall be reduced and offset by all such visits covered in whole or in part by Medicare that the Member receives during the applicable yearly period which are not prescribed or directed by a Physician.

Health Plan shall make a reasonable effort to provide or arrange the Part A Home Health Services and Part B Home Health Services referred to in this Section, and Physicians shall help arrange these services in appropriate cases, but neither Health Plan nor Physicians undertake to assure their availability.

The benefits referred to in this Section are available to Members living outside the Home Call Area only when the Physician determines that he can feasibly maintain effective supervision and control of the Member's care.

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ELIOTT B 02 NOV



County of Yolo

Woodland, California

35435

FLOYD E. MCIN
PERSONNEL DIRECTOR

RECEIVED
DEC 10 1973

LAURENCE P. HENGAN, Clerk
December 4, 1973

By..... Deputy

FILED

DEC 10 1973

LAURENCE P. HENGAN, Clerk
Laurence P. Hengan

Honorable Arthur Edmonds, Chairman
and Members of the Board of Supervisors
County of Yolo
Woodland, California

Dear Supervisor Edmonds:

The Kaiser Foundation Health Plan has notified the County of Yolo of a rate increase of 3.4% effective with the January, 1974 payroll deductions for coverage February 1, 1974.

Your Honorable Board has established the policy of providing the same County contribution regardless of the health plan that an employee has selected. Therefore, this additional increase will need to be paid by the employees who are enrolled in the Kaiser Plan. The increase will be as follows:

	Present Kaiser Rate	New Kaiser Rate	County Contrib.	Micro Fiched New Emp. Contrib.
Employee Only	\$ 17.42	\$ 18.02	\$ 13.86	\$ 4.16
Employee & 1 Dependent	34.84	36.04	28.19	7.85
Employee & 2 or More Dependents	50.00	51.74	28.19	23.55

The Kaiser Foundation Health Plan has also increased benefits for our group which are briefly summarized below:

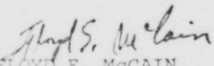
1. The number of days of general hospital care is increased from 150 to 365 days each calendar year.
2. When prescribed by a physician, 100 days of care in a skilled nursing facility is provided at no additional charge.
3. The out-of-area coverage for emergency medical care is increased from \$3,000 to \$50,000 for each accident or illness. Full payment is made for the first \$3,000 of customary and reasonable charges and payment of 80% will be made for charges between \$3,000 and \$50,000.

December 4, 1973

4. Out-of-area emergency illness coverage will now include out-patient care. Previously Kaiser covered emergency illness only when the patient was hospitalized. The requirement that the emergency illness occur more than 30 miles outside of the service area continues.

Attached is a copy of the Service Agreement Amendment for your approval.

Respectfully submitted,


FLOYD E. MCCAIN
Personnel Director

FEMcC/ns
Attachment

Micro Fiched

77-2077
LAWRENCE W. HANSEN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 73-276

(Agreement for Drug Abuse Related Crises)

THIS AGREEMENT made and entered into this 10th day of December, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JOHN H. JONES, M. D., hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY has available certain SB 714 Grant funds to be used for such public health purposes as are described herein.
2. The purposes of this project are to provide education, information, intervention and referral services for drug abuse related crises.
3. CONTRACTOR has devised a method of accounting for and describing services to be rendered hereunder which is set forth in Exhibit "A" herein, and which method is approved by COUNTY and shall be used to describe the services rendered hereunder and the charges therefor in monthly billing.
4. Attached hereto and incorporated herein, marked Exhibit "B", is a general description of the program and the services to be rendered by CONTRACTOR.

AGREEMENTS:

1. CONTRACTOR shall render the services described herein in Exhibit "B" and shall submit monthly statements to the COUNTY for said services rendered, described in units of service, and COUNTY shall pay for said services monthly. Services have been rendered since September 1, 1973 which COUNTY shall pay for upon receipt of billing.
2. The total amount of money that COUNTY is obligated to pay for all services rendered by CONTRACTOR shall not exceed the sum

- 1 of Three Thousand Four Hundred and Fifty (\$3,450) Dollars.
- 2 3. The services rendered by CONTRACTOR shall be under the guidance
- 3 and general supervision of the Director of Mental Health
- 4 Services of COUNTY.
- 5 4. CONTRACTOR shall maintain full and complete records of
- 6 services rendered sufficient to enable the audit of the entire
- 7 program at any time by COUNTY or State officials. Said records
- 8 shall be maintained for not less than four (4) years from
- 9 date of their creation.
- 10 5. The term of this agreement is from date of execution hereof
- 11 until June 30, 1974. This agreement may be terminated by
- 12 either party hereto upon thirty (30) days' written notice.
- 13 Written notice shall be given only to the following addresses:

14 COUNTY:

15 Chairman, Board of Supervisors
16 County of Yolo
17 Courthouse
18 Woodland, California 95695

Micro Fiched

18 CONTRACTOR:

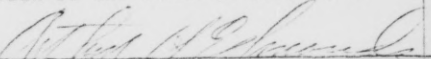
19 John Jones, M. D.
20 c/o DAVIS FREE CLINIC
21 603 - 4th Street
22 Davis, California 95616

- 22 6. CONTRACTOR acknowledges that it is familiar with all rules,
- 23 regulations, conditions and terms of said Grant, and covenants
- 24 to comply with all of said rules, regulations, conditions and
- 25 terms.

26 IN WITNESS WHEREOF, the parties hereto have executed

27 this agreement as of the date hereinabove set forth.

28 COUNTY OF YOLO, a political subdi-
29 vision of the State of California

30 BY 
31 CHAIRMAN OF THE BOARD OF SUPERVISORS

32

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY Paul M. H. Jones
4 DEPUTY

5 (SEAL)

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John H. Jones, M.D.
JOHN H. JONES, M. D.

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UNIT BILLING SCHEDULE FOR AGREEMENT
BETWEEN DAVIS FREE CLINIC AND YOLO COUNTY

The Free Clinic billing schedule is based on services rendered and actual treatment of narcotic and drug abuse.

Payments for service are determined by relative fee value. The value we recommend is based on \$10 for each service unit. Cost of service is based on the service units. The number of units are calculated on the basis of time spent on a particular service and the kind of service required. (For example, if 20 minutes are spent on an emergency, the fee would be based on a unit of service instead of three. If the service requires hospitalization and the follow-up of a physician, a full three units would be charged. The maximum fee for one hour's service would be \$30. If one and one half hours are spent, the fee would be based on 4 units at \$10 per unit, and etc.)

Micro Fiched

EMERGENCY SERVICES:

Maximum hourly fee 3 units at \$10 each for a total of \$30 for one hour's emergency service per individual staff member under physician supervision.

DETOXIFICATION:

Maximum hourly fee is 2 units at \$10 each for \$20 per one hour detoxification service per person per individual staff member.

EXHIBIT "A"

LETTER OF AGREEMENT BETWEEN DAVIS FREE CLINIC AND YOLO COUNTY, continued

Detoxification Services include:

1. 24-hour medical treatment for drug detoxification under physician's supervision
2. Hospital visits during drug withdrawal
3. Home visits during drug withdrawal
4. Patient visits during clinic hours for drug withdrawal

Micro Fiches

Exhibit "B"

RECEIVED

DEC 21 1973

LAURENCE P. HENIGAN, Clerk

FILED

DEC 21 1973

LAURENCE P. HENIGAN, Clerk

Barbara A. Rodgers
Clerk

AGREEMENT NO. 73-277

(An Agreement for Crisis Intervention Services)

THIS AGREEMENT made and entered into this 10th day of December, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DIOGENES HOUSE, a non-profit corporation, hereinafter called CORPORATION,

W I T N E S S E T H: Micro Fiches

RECITALS:

1. COUNTY has available certain SB 714 Grant funds to be used for such public health purposes as are described herein.
2. The purposes of this project are to provide education, information, intervention and referral services for alcohol and other drug abuse related crises.
3. CORPORATION has devised a method of accounting for and describing services to be rendered hereunder which is set forth in Exhibit "A" herein, and which method is approved by COUNTY and shall be used to describe the services rendered hereunder and the charges therefor in monthly billing.
4. Attached hereto and incorporated herein, marked Exhibit "B", is a general description of the program and the services to be rendered by CORPORATION.

AGREEMENTS:

1. CORPORATION shall render the services described herein in Exhibit "B" and shall submit monthly statements to the COUNTY for said services rendered, described in units of service, and COUNTY shall pay for said services monthly. Services have been rendered since October 1, 1973 which COUNTY shall pay for upon receipt of billing.

/////

2. The total amount of money that COUNTY is obligated to pay for all services rendered by CORPORATION shall not exceed the sum of FIVE THOUSAND SEVEN HUNDRED EIGHTEEN (\$5,718) DOLLARS.
3. The services rendered by CORPORATION shall be under the guidance and general supervision of the Director of Mental Health Services of COUNTY. *Micro Fiched*
4. CORPORATION shall maintain full and complete records of services rendered sufficient to enable the audit of the entire program at any time by COUNTY or State officials. Said records shall be maintained for not less than four (4) years from date of their creation.
5. The term of this agreement is from date of execution hereof until June 30, 1974. This agreement may be terminated by either party hereto upon thirty (30) days' written notice. Written notice shall be given only to the following addresses:

COUNTY:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

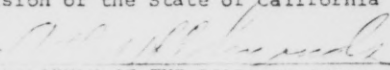
CORPORATION:

Mr. Ron Clement
Program Director
DIOGENES HOUSE
503 - 3rd Street
Davis, California 95616

6. CORPORATION acknowledges that it is familiar with all rules, regulations, conditions and terms of said Grant, and covenants to comply with all of said rules, regulations, conditions and terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY 
CHAIRMAN OF THE BOARD OF SUPERVISORS

UNIT BILLING SCHEDULE FOR AGREEMENT
BETWEEN DIOGENES HOUSE AND YOLO COUNTY

Crisis Intervention - \$10 per unit

1 unit = one hour crisis intervention per person per individual
staff member.

Micro Fiched

Information and Referral - \$5 per unit

1 unit = one instance of individual or group drug education
information, or referral per person.

Diversion Supervision - \$2 per unit - Education

1 unit = one instance of individual or group drug education
per person.

Diversion Supervision - \$5 per unit - Counseling

1 unit = one hour individual or group counseling per person.

Exhibit "A"

DRUG CRISIS INTERVENTION AND INFORMATION SERVICES
LETTER OF AGREEMENT BETWEEN DIOGENES HOUSE AND YOLO COUNTY

Drug crisis intervention is defined for the purposes of this contract as a state of clear and present threat to a person's psychological and physiological well being. The intervention is provided by paraprofessional staff at Diogenes House on a 24-hour basis.

The Crisis Intervention Services include:

1. 24-hour answering service for drug-related crisis
2. 24-hour walk-in service for drug related crisis
3. 24-hour service at the site of the drug related crisis

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Drug Information and Referral Service

The drug information and referral service refers to those instances of service in which important information is sought concerning specific services related to drug abuse but where there is no apparent critical crisis. These may be calls from parents concerning services available in the community or it could be a heroin addict inquiring about a methadone program.

We are paying for the 24-hour availability of this service as well as information concerning the nature of the calls themselves. (For example, a sudden increase in the number of heroin inquiries would be important information for our total county effort.) A monthly report that provides this kind of information will be submitted 30 days following each successive month. Also, the actual time involved in each information instance of service will be recorded for the purpose of the record. Services will be provided by trained para-professional staff with professional back up. The \$5 for instance of service includes:

1. 24-hour answering service for drug education and referral
2. 24-hour walk-in service for drug education, information and referral
3. 24-hour drug information referral at site of the drug related case

Diversion Supervision Services

The diversion supervision component is related to the provision in Penal Code 1000 which provided treatment and education for drug-related cases. We wish to utilize the Diogenes House program in a small way as part of the total diversion

Exhibit "B"

effort. The referrals will come from Mental Health in cooperation with the Probation Department. The Diogenes Staff will organize an individual program for each person and this may include an educational experience as well as involvement in some of the counseling and community work. Services will be provided by trained para-professional staff with professional back up.

Diversion Supervision Services shall include:

1. Individual or group drug education
2. Individual or group counseling
3. Supervised community involvement

more things

EXHIBIT "B"

RECEIVED

FILED 27

DEC 20 1973

DEC 20 1973

NOE P. H. ...

LAURENCE ...
Laurence ...

AGREEMENT NO. 73-137

(Agreement for Landscape Maintenance Service
to the Davis Branch Library)

THIS AGREEMENT made and entered into this 10th day of
December, 1973, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
called COUNTY, and DEAN R. THORSON, hereinafter called CONTRACTOR,

W I T N E S S E T H: Micro Fiched

WHEREAS, COUNTY has heretofore entered into Yolo County
Agreement No. 72-235 with Dean R. Thorson for certain landscape
maintenance services; and

WHEREAS, Dean R. Thorson and Bill Crow formed a partner-
ship known as C & T MAINTENANCE COMPANY and, by Agreement No. 73-
137, assumed the obligations of said Yolo County Agreement No.
72-235; and

WHEREAS, the partnership of C & T MAINTENANCE COMPANY was
terminated as of November 1, 1973;

NOW, THEREFORE, the parties hereto for and in considera-
tion of the covenants, agreements, and stipulations hereinafter
expressed, DO HEREBY MUTUALLY AGREE AS FOLLOWS:

1. CONTRACTOR agrees:

- A. To provide lawn care maintenance for the Davis Branch
Library grounds which includes weekly mowing, edging,
weed control and fertilizing as required.
- B. To provide yard care service for the Davis Branch Library
grounds, which service will include weed control, shrub-
bery trimming and pruning, rotation of flower bed (plant-
ing) three or four times each year at the direction of
the County Librarian, and fertilizing as necessary.
- C. To provide all equipment necessary for said job.
- D. To perform such other lawn and yard care services as may

1 be necessary.

2 2. COUNTY agrees:

3 A. To pay to CONTRACTOR the sum of ONE HUNDRED SEVENTY-FIVE
4 (\$175) DOLLARS per month, during the term of this agree-
5 ment.

6 B. To provide such things as flowers, shrubs, fertilizers,
7 herbicides and fungicides as required. Micro Fiched

8 3. The parties hereto agree that CONTRACTOR, in the performance
9 of this agreement, shall act in an independent capacity and
10 not as an officer or employee of COUNTY.

11 4. The term of this agreement shall commence on November 1,
12 1973, and terminate on June 30, 1974,
13 and may be renewed for additional renewal terms of one year
14 each unless notice of non-renewal is given in writing by
15 either party at least thirty (30) days prior to the expira-
16 tion of each term or renewal term.

17 IN WITNESS WHEREOF, the parties hereto have executed
18 this agreement on the day and year first above written.

19 COUNTY OF YOLO, a political subdivi-
20 sion of the State of California

21 BY *Arthur H. Edwards*
22 CHAIRMAN OF THE BOARD OF SUPERVISORS

23 ATTEST:
24 LAURENCE P. HENIGAN, CLERK

25 BY *Balena Rodgers*
26 DEPUTY

27 (SEAL)

28
29
30 *Dean R. Thorson*
31 DEAN R. THORSON - CONTRACTOR
32

FILED

DEC 28 1973

1 AGREEMENT NO. 73-279

LAURENCE F. HENIGAN, Clerk
By PAUL E. LUCAS
Deputy

2
3
4 THIS AGREEMENT dated this 17th day of December, 1973,
5 by and between SALUD EAST YOLO HEALTH CORPORATION, hereinafter
6 referred to as SELLER, and the COUNTY OF YOLO, a political subdi-
7 vision of the State of California, hereinafter referred to as
8 COUNTY,

9
10 W I T N E S S E T H:

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11 SELLER agrees to sell and COUNTY agrees to purchase the
12 hereinafter described real property upon the terms and conditions
13 hereinafter set forth:

14 1. The real property referred to above is located in the County
15 of Yolo, State of California, described as follows:

16 All that real property situate in the County of
17 Yolo, State of California, and more particularly
described as follows:

18 PARCEL 1:

19 Lots 7, 8, 9, 10 and the East one-half of Lot 11,
20 in Block 21, of the Town of Washington, according
to the official plat thereof, filed for record in the
21 office of the Recorder of Yolo County, Cali-
fornia, on June 26, 1869 in Book 1 of Deeds, page
264.

22 PARCEL 2:

23 Lot 12 and the West one-half of Lot 11, in Block
24 21, of the Town of Washington, according to the
official plat thereof, filed for record in the
25 office of the Yolo County Recorder, on June 26,
1869 in Book 1 of Deeds, at page 264.

26 PARCEL 3:

27 All that portion of abandoned 6th Street in
28 Broderick - Town of Washington, described as
follows, to-wit:

29
30 COMMENCING at the Northwest corner of Lot 10 of
the Hickman Coleman Subdivision No. 10, said point
31 being on the East right of way line of said 6th
Street; thence along said line South 09°57'00"
West 320.00 feet to the Southwest corner of Lot
32 13, Block 21, Town of Washington, and the point

1 of beginning of the herein described parcel of
2 land; thence continuing South 09°57'00" West
3 80.00 feet to the Southwest corner of Lot 12,
4 Block 21, Town of Washington, said point being
5 on the North line of State Highway 16, Sacramento
6 Boulevard; thence along the Westerly extension of
7 said North line, North 80°03'00" West 10.00 feet;
8 thence along a line parallel to and 10.00 feet
9 West on the West line of the aforementioned Lot
10 12, North 09°57'00" East 80.00 feet; thence
11 South 80°03'00" East 10.00 feet to the point of
12 beginning.

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- 13 2. The purchase price is the sum of TWENTY-FIVE THOUSAND (\$25,000)
14 DOLLARS.
- 15 3. COUNTY possesses the power of eminent domain and is acquiring
16 the property pursuant to this agreement in lieu of the con-
17 demnation thereof and SELLER intends to sell the property pur-
18 suant to this agreement under the threat of such condemnation.
- 19 4. COUNTY agrees as follows:
- 20 a. to deposit the purchase price in escrow with Western Title
21 Guaranty Company, Yolo County Division, Second and Court
22 Streets, Woodland, California, within sixty (60) days
23 after execution of this agreement by it.
- 24 b. to pay any acknowledgment and recording fees, and for
25 any documentary transfer taxes incurred in this transaction.
- 26 5. Title is to be free from all liens, encumbrances, easements,
27 restrictions, rights, and conditions of record or known to
28 SELLER. SELLER shall furnish to COUNTY at SELLER'S expense
29 a standard form of California Land Title Insurance Policy
30 insuring title in COUNTY subject only to liens, encumbrances,
31 easements, restrictions, rights, or conditions of record
32 acceptable to COUNTY. If SELLER fails to deliver title as
herein provided, then either party hereto may terminate this
agreement and any deposit shall thereupon be returned to
COUNTY, or the parties may mutually agree in writing that
SELLER shall have sixty (60) days thereafter in which to
remove all defects in title objectionable to COUNTY. COUNTY

1 shall notify SELLER of any objections to the state of title
2 within ten (10) days following receipt of a preliminary title
3 report, to be paid for by COUNTY and the parties shall have
4 ten (10) additional days in which to elect to terminate this
5 agreement or to clear the title. *Micro Fiched*

- 6 6. SELLER shall pay all property taxes which are due and payable
7 on the closing date. Taxes will not be prorated but SELLER
8 will seek appropriate refund pursuant to Revenue & Taxation
9 Code §§ 4986 and 5096.
- 10 7. Title shall vest as follows: COUNTY OF YOLO, a political
11 subdivision of the State of California.
- 12 8. SELLER agrees to provide and maintain until the close of escrow,
13 fire insurance to the extent that such insurance was in force
14 on December 1st, 1973. The purchase price set forth above
15 shall be reduced by the amount collected under any fire or
16 other insurance policy by reason of a loss occurring on or
17 after the date on which this agreement is executed by COUNTY,
18 whether or not the amount so collected is paid to SELLER or
19 to other persons. If before the close of escrow the building
20 on the premises shall be destroyed or so damaged as to become
21 wholly untenable, COUNTY shall have the option to terminate
22 this agreement.
- 23 9. SELLER agrees to sell and COUNTY agrees to buy the personal
24 property described in Exhibit "A" attached hereto, which
25 Exhibit "A" is incorporated herein by reference. The purchase
26 price is the sum of EIGHT THOUSAND SEVEN HUNDRED (\$8,700)
27 DOLLARS. COUNTY shall deposit said purchase in the escrow
28 hereinabove provided for, and said purchase price shall only
29 be delivered to SELLER at the close of said escrow and in
30 exchange for a bill of sale warranting title to said personal
31 property to be free from any encumbrances and that SELLER has
32 a good right to sell the same. If SELLER is unable to deliver

- 1 such a bill of sale as to the items of personal property marked
2 with an asterisk on Exhibit "A" at the close of escrow, the
3 sum of FOUR THOUSAND FIVE HUNDRED TWENTY-FIVE (\$4,525) DOLLARS
4 shall be held in escrow until SELLER can deliver such a bill of
5 sale and the remainder of the transaction shall close. If
6 COUNTY for any reason is entitled to terminate this agreement
7 as to the real property, it may elect to terminate this agree-
8 ment as to the personal property. Micro Fiched
- 9 10. SELLER hereby leases and COUNTY hereby hires said property for
10 a term commencing on January 1, 1974 and terminating on the
11 close of escrow. Rent is the sum of TWO HUNDRED SIXTY (\$260)
12 DOLLARS per month payable on the first day of each month.
13 Rents shall be prorated as of the close of escrow.
- 14 11. Possession shall be delivered to COUNTY on the close of
15 escrow.
- 16 12. Escrow instructions signed by SELLER and COUNTY shall be de-
17 livered to the escrow holders within twenty (20) days from
18 the receipt of a preliminary title report and shall provide
19 for closing within ninety (90) days from opening of escrow
20 subject to written extension signed by SELLER and COUNTY.
- 21 13. This agreement is subject to the provisions of Government
22 Code § 25350 and the rights and duties of COUNTY and its
23 Board of Supervisors set forth therein and to a favorable
24 report of the Planning Commission of COUNTY pursuant to
25 Government Code § 65402 as to conformity with the general plan.
- 26 14. This agreement is conditioned upon issuance of a license to
27 COUNTY by the State of California under the provisions of
28 Chapter 1, Division 2 of the Health and Safety Code (commencing
29 with § 1200) for operation of a clinic on the premises.
- 30 15. COUNTY agrees to establish an initial policy, as of January
31 1, 1974 whereby SELLER
32 a. May store its corporate records in locked storage

1 in an office on the upper floor of the premises;

2 b. may enjoy non-exclusive use of office space on
3 the upper floor of the premises;

4 c. may enjoy non-exclusive use of portions of the
5 upper floor for corporate meetings.

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6 16. COUNTY agrees to establish an advisory board consisting of
7 the Board of Directors of SELLER with provisions for addi-
8 tional members to create a balance of consumers, including
9 some actual or potential patients, non-medical business or pro-
10 fessional representatives, and health professional representa-
11 tives, who will act as an advisory board to the Board of
12 Supervisors, the Health Department and Salud Clinic by making
13 recommendations as to philosophy and specific policy and in
14 particular as to clinic hours, clinic emphasis, services and
15 scope of services, and the type of staff to be selected.

16 17. Time is of the essence of this agreement.

17 IN WITNESS WHEREOF, SELLER has executed this agreement
18 the day and year first above written.

19 SELLER -

20 SALUD EAST YOLO HEALTH CORPORATION

21 BY J. A. Lee
22 President

23
24 (SEAL)

25 BY Frank Thompson
26 Secretary

27 IN WITNESS WHEREOF, the COUNTY OF YOLO has executed
28 this agreement this 20th day of December, 1973.

29 COUNTY OF YOLO, a political subdivi-
30 sion of the State of California

31 BY Robert L. ...
32 CHAIRMAN OF THE BOARD OF SUPERVISORS

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY PETER E. LUCAS

4 12-24-73 DEPUTY

5 (SEAL)

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December 7, 1973

YOLO COUNTY HEALTH DEPARTMENT

Page 1 of 3 pages

Inventory and Value of Equipment and Supplies in the present SALUD Clinic, which will be sold as is to Yolo County for use in the East Yolo (SALUD) Health Facility.

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1*	X-ray machine unit and Developing and Drying Components and Cassettes Total Cost 1971, \$5,129.57 \$4885.30 plus \$244.27 tax Current Value (after depreciation) as established by: <u>Payments Outstanding</u> as of Jan. 1, 1974 8 payments \$138.54 each = <u>\$1,108.32</u> Westinghouse Credit Corp. Contract with John Loofbourow, MD Ind. Division P.O. Box 2428 Pittsburg, Penn., 15230	
1	Microscope - Purchased 1971 Original Cost (purchased by Dr. Loofbourow) New \$1,212.00 Estimated Value now (after depreciation) as established by:	
*	With Outstanding Payments as of Dec. 31, 1973, due on purchase contract.	

Exhibit A

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General Equipment & Furnishings	
1	Pedestal stool
2	Metal stools
1	Lead apron
1	Genco suction unit
1	FIO Pedigo foot stool
1	Detecto phy. scale
2	Frigidaire refrigerator
3	Tyco's Hard Parker
4	Side chairs
3	Goose-neck lamps
1	Mayo stand
2	lab chairs
3	Waste receivers
1	Adams Safety head centrifuge
1	Decminizer
1	Pipette shaker-Burton
1	Colorimeter
1	B-D Sedirak
1	Yankee shaker pipette
1	Bio Incubator
1	Castle 777 Autoclave
1	Pressure cooker
1	Hope Resuscitator
1	Vitalor
1	U.S. Army Laryngoscope set
2	W.A. Proctoscopes
1	Brite line Hemaytometer
1	Hand tally counter - single
3	Exam table
1	Sanborn EKG
3	Treatment cabinets
2	Towel cabinet
1	Pedigo foot stool
1	Pedigo operator stool
2	3 Panel screens
5	Arm chairs
1	Wood desk (clinic)
3	Steno chairs

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1	Bookcase	
1	Standby baum blood pressure indicator	
1	Hollywood wheel	
3	2 seater settees	
2	End tables	
8	Folding chairs	
1	Child rocking horse	
1	Coffee table	
1	Metal end table	
1	Aquarium	
1	Coffee table	
1	Metal office desk (Reception Room)	
1	2 Drawer card file (Reception Room)	
1	Adams Hemoteorit	
1	Tonometer (Schlotz)	
1	Ambco audimeter	
1	Electrostatic Copier	
	OFFICE FURNITURE AND EQUIPMENT**	General Equipment Sub-Total
1	Steno Desk (Console)	
1	Steno Desk (old)	
1	Adding Machine	
2	Norelco Recorders	
1	Filing Cabinet 4 drawer	
8	Misc. Chairs	
1	Small Sofa	
1	Typewriter - I.B.M. Selectric	
1	Typewriter - Smith-Corona Manual	
	MISCELLANEOUS SUPPLIES	
	*Fair Value based on adjustment between appraisal for salvage if sold to used equipment buyer - and - value if purchased by clinic in present used condition.	
	**Special appraisal - office equipment company	

Figure
to Come →

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QUANTITY	CATALOG NO.	EQUIPMENT	AMOUNT
We are pleased to quote as follows:			
1;	Used	GE Control and Transformer 200 MA - 100 KV Timer 1/20 to 10 seconds KV Selector 45KV to 100KV MA Selector 200, 100 and 50 MA Line Compensator and Meter X-Ray Transformer	
1	Used	GE Mardicon Tilt Table for Radiography Motor Driven Hydraulic Tilt from 90 degree Vertical through Horizontal to 15 degree Trendelenberg Anderlab Manual Reset Electrically operated Bucky 1/10 second to 20 seconds	
1	Used	GE Mardicon Floor Ceiling Tubestand with Manual Locks	
1	Used	Duocon I Videx Collimator with full field illumination	
1	Used	GE I.T Tube Housing with NEM Rotating Anode Insert Tube #R23 1-2mm focal spots	
2	Used	High Voltage Cables	
1	7823131G02	Wall Mounted Cassette Holder	
SHEET NO. 1 (CONTINUED/FINAL)			

QUANTITY	CATALOG NO.	EQUIPMENT	AMOUNT
<u>Accessories and Darkroom Equipment</u>			
1	SM 30	CSM Stainless Steel Master Tank	
1	105	Stainless Steel 5 gal. Insert Tank with Cover	
1	110	Stainless Steel 10 gal. Insert Tank with Cover	
1	SS119	Film Dryer, 12 Film, for wall or Bench Mounting with #120T Titer	
6	SS304	Developing Hangers 14x17	
6	SS311	" " 11x14	
6	SS310	" " 10x12	
6	SS308D	" " 8x10	
2	71107	" " 7x17	
4	931750	Hanger Storage Brackets	
1	8537	Floating Thermometer	
1	8507	Safelight, Adjustable, with #3524 Wratten 6B Filter	
1		Kodak Safelight for Ceiling, with #3524 6B Filter	
1	8532	Darkroom Timer-Metax	
1	SSL44	Automatic Identification Printer	
1	RR201D-2	Illuminator, 14x17 with Molded Drip Tray for Wet Film Viewing and Hanger Brackets	
3	sets	Lead Numerals mounted on Plastic 1/2" from 0-9	
2	Each	Lead Letters "R" and "L" 1/2" on plastic	
1	Q41531	Anatomical Centimeter Measuring Scale	
2	32306	Cassettes, Rigidiform, with High Speed Screens/BI 14x17	
1	32305	" " " " " " 11x14	
2	32304	" " " " " " 10x12	
2	32303	" " " " " " 8x10	
2	32307	" " " " " " 7x17	
1	8570	Sand Bag Set (less sand) for Immobilization Brown Vinyl	
1	7815	Positioning Blocks Set of 7 Plastic Foam	
1	SS125	Film Loading Bin	
FINANCE TERMS:			
On Balance of \$4200.00, monthly payments of \$142.92 for 36 months.			
SHEET 2 (CONTINUED / FINAL)			

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STATE OF CALIFORNIA
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

03236

IMPORTANT—Read instructions on back before filling out form

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. DEBTOR (LAST NAME FIRST) Salud East Yolo Medical Facility		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 6th and "C" Streets		1C. CITY, STATE Broderick, California	1D. ZIP CODE 94605
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	2G. ZIP CODE
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE	4B. ZIP CODE
5. SECURED PARTY NAME: C. G. R. Medical Corporation MAILING ADDRESS: 2519 Wilkens Avenue CITY: Baltimore STATE: Maryland ZIP CODE: 21203		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRUST AND A.B.N. NO.	
6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: WESTINGHOUSE CREDIT CORPORATION MAILING ADDRESS: 933 PENN AVENUE CITY: PITTSBURGH, PENNSYLVANIA 15222		6A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRUST AND A.B.N. NO. 25-1007352	

7. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown)

7x17 Hanger	5 Gal Insert Cover	Sand Bag Set	Micro Fiched
Westex Darkroom Timer	Film Dryer	Positioning block	
14x17 Cassettes	Timer for Dryer	Film Loading Bin	
11x14 "	Developing Hanger	Maxicon - Generator	
10x12 "	Safelight Filter	Dynamax Insert	
8 x10 "	Kodak Darkroom Lamp	Wall Cassette Holder	
7x17 "	Automatic ID Printer	Hanger Storage Brackets	
Master Tank	Illuminator	Floating Thermometer	
DeGlo had brought to sell or transfer without secured party's consent.	4-Speed Screens	Centimeter Scale	

B. Check ☐ if	A. ☒ Proceeds of collateral are also covered	B. ☒ Proceeds of collateral are also covered	C. ☐ Proceeds of above described original collateral in which a security interest was perfected	D. ☐ Collateral was brought into this State subject to security interest in another jurisdiction
--------------------------------------	--	--	--	---

9. (Date) 19		C O D E 1 2 3 4 5 6 7 8 9
Salud East Yolo Medical Facility		
By: _____	TITLE: _____	
C. G. R. Medical Corporation		
By: _____	TITLE: _____	
11. Return Copy to		
NAME: WESTINGHOUSE CREDIT CORPORATION		
ADDRESS: 933 PENN AVENUE		
CITY, STATE: PITTSBURGH, PENNSYLVANIA 15222		

SALE-PAYMENT AGREEMENT (Continued)

Page 2

19. PAYMENT SCHEDULE. Buyer shall pay to Seller the amount specified in this paragraph, viz. \$150.00, five monthly installments, beginning on the _____ day of _____, 19____, and continuing on the same date at each month hereafter until the time when Buyer shall have paid in full each installment for the \$150.00, except the last installment which shall be \$138.50, or, if the time price balance is to be paid by Buyer in several installments or at irregular intervals, such details follow:

a. Cash Paid Down	\$	
b. Down Payment	\$	
c. By Cash	\$	
d. By Trade-In	\$	
LEASING TRADE-IN:		
e. Unpaid Cash Price (a + b)	\$	
f. Original Fees	\$	
g. Amount Financed (e + d)	\$	
h. Time Price Differential (Finance Charge)	\$	
i. Time Price Balance (e + f)	\$	
j. Time Sale Price (b + g)	\$	

All amounts due under this Agreement shall bear interest at the highest lawful contract rate, in no event exceeding 12% per annum.

20. LOCATION OF COLLATERAL. The collateral will be improved on or about the _____ day of _____, 19____, at (street address): _____

(Municipality, County and State)

EXECUTED AT _____, this _____ day of _____, 19____.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETE, EXECUTED COPY OF THIS AGREEMENT

BUYER Salad East Yolo Medical Facility
(LAST NAME, FIRST IF INDIVIDUAL)

6th and "C" Streets

(STREET ADDRESS)

Broderick, California 95605

(CITY, COUNTY & STATE)

SELLER C. G. R. Medical Corporation

2519 Wilkens Avenue

(STREET ADDRESS)

Baltimore, Maryland 21203

(CITY, COUNTY & STATE)

By _____, Title _____, I do _____

County of Buyer's chief place of business _____

County of Buyer's other places of business _____

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SCHEDULE A

The collateral of this Agreement is equipment of the following description:

7X17 Hanger	Film Dryer	Film Loading Bin
Westex Darkroom Timer	Timer for Dryer	Maxicon - Generator
14x17 Cassettes	Developing Hanger	Dynamax Insert
11x14 "	Safelight Filter	Nail Collapsible Folder
10x12 "	Kodak Darkroom Lamp	Hanger Storage Brackets
8 x10 "	Automatic ID Printer	Floating Thermometer
7x17 "	Illuminator	Gentisteter Scale
Master Tank	Hi-Speed Screens	
5 Gal. Insert	Sand Bag Set	
5 Gal. Insert Cover	Positioning Block	

including all additions, replacements and substitutions and the loss of any disposition of or encumbrance upon any of the foregoing, notwithstanding Buyer's belated efforts to make such disposition or encumbrance.

Buyer hereby agrees to provide to Seller a list of all equipment of the above description and to provide to Seller a list of all additions, replacements and substitutions.

BUYER'S OBLIGATIONS

FOR VALUE RECEIVED AND ACKNOWLEDGED, Buyer hereby agrees to provide to Seller a list of all equipment of the above description and to provide to Seller a list of all additions, replacements and substitutions.

SELLER'S OBLIGATIONS

FOR VALUE RECEIVED AND ACKNOWLEDGED, Seller hereby agrees to provide to Buyer a list of all equipment of the above description and to provide to Buyer a list of all additions, replacements and substitutions.

CALIFORNIA

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETE, EXECUTED COPY OF THIS AGREEMENT

Buyer: East Yolo Medical Facility
 FIRST NAME, FIRST INITIAL, LAST NAME
 610 and 7th Streets
 STREET ADDRESS
 Berkeley, California 94603
 CITY, COUNTY & STATE

Seller: E. R. Medical Corporation
 2519 Wilkens Avenue
 STREET ADDRESS
 Baltimore, Maryland 21203
 CITY, COUNTY & STATE

By: _____ Title: _____
 County of Buyer's chief place of business: _____ County of Buyer's other places of business: _____

SCHEDULE A

The collateral of this Agreement is equipment of the following description:

7x17 Hanger	Film Dryer	Film Loading Bin
Westex Darkroom Timer	Timer for Dryer	Maxicon - Generator
16x17 Cassettes	Developing Hanger	Dynamax Inert
11x14 "	Safelight Filter	Wall Cassette Holder
16x12 "	Kodak Darkroom Lamp	Hanger Storage Brackets
8 x10 "	Automatic M Printer	Floating Thermometer
7x17 "	Illuminator	Centimeter Scale
Master Tank	Hi-Speed Screens	
5 Gal. Insert	Fand Bag Set	
5 Gal. Insert Cover	Positioning Block	

including all additions, replacements and substitutions and proceeds of any disposition of or encumbrance upon any of the foregoing, notwithstanding Buyer's lack of authority to make such disposition or encumbrance.

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Check ☒ No. of additional sheets presented: _____

NON-RECURSIVE ASSIGNMENT

FOR VALUE RECEIVED AND ACKNOWLEDGED, undersigned Seller assigns to WESTBANK CREDIT CORPORATION (WCC) WITHOUT RECOURSE all its right, title and interest in and to the within Security Agreement and accompanying documents and instruments in accordance with and subject to the terms of a prior loan agreement between Seller and WCC, the terms of which are incorporated herein by reference.

Signed: _____
 By: _____

RECURSIVE ASSIGNMENT

FOR VALUE RECEIVED AND ACKNOWLEDGED, undersigned Seller assigns to WESTBANK CREDIT CORPORATION (WCC) WITH RECOURSE all its right, title and interest in and to the within Security Agreement and accompanying documents and instruments in accordance with and subject to the terms of a prior loan agreement between Seller and WCC, the terms of which are incorporated herein by reference.

Signed: _____
 By: _____

GUARANTEE

Notwithstanding to whom the within Security Agreement is assigned and without any RELEASE OF OBLIGATION to accept the within Agreement and transfer of the same, the Seller, named in such Agreement, and for other good and valuable reasons, the Seller, named in such Agreement, hereby assigns to the Buyer, named in such Agreement, all its right, title and interest in and to the within Security Agreement and accompanying documents and instruments in accordance with and subject to the terms of a prior loan agreement between Seller and WCC, the terms of which are incorporated herein by reference.

Signed: _____
 By: _____

ORIGINAL

Mile Post AE-99.1-N

APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973FILED
APR 10 1974
CS 7362

STREET OR HIGHWAY EASEMENT

LAURENCE P. HENIGAN, Clerk

By *Calvin A. Rodger*
DeputyThis Indenture, made this 13th day of March, 1974, by and betweenSOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, 292 West Beamer Street, Woodland, California 95695, herein called "Grantee";
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Witnesseth:

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1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration hereof, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

11. Sections 12 to 17 inclusive on the insert hereto attached are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By *Calvin A. Rodger*
(Title)Attest *Laurence P. Henigan*
(Title) Assistant Secretary

COUNTY OF YOLO

By *Laurence P. Henigan*
Chairman, Board of SupervisorsBy *Laurence P. Henigan*
Clerk, Board of Supervisors

STATE OF CALIFORNIA } ss.
City and County of San Francisco }

On this 25th day of March in the year One Thousand Nine Hundred and Seventy four
before me, GENE H. ELLINGER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(One Market St.)

L. F. Blake and R. W. Humphrey

known to me to be the First Assistant Manager, Contract
Department and Assistant Secretary

of the corporation described in and that executed the within instrument, and also known
to me to be the person, A who executed it on behalf of the corporation therein named
and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
at my office in the City and County of San Francisco, the day and year in this certificate first
above written.

Corporation

Gene H. Ellinger
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires July 11, 1975

644
10/1/17

PROPERTY DESCRIPTION

GRANT EASEMENT TO COUNTY OF YOLO FOR
IMPROVEMENTS TO COUNTY ROAD NO. 10, EAST
OF ZATONA

A strip of land 80 feet wide situate, lying and being in Section 1, Township 11 North, Range 1 West and Section 36, Township 12 North, Range 1 West, Mount Diablo Base and Meridian, County of Yolo, State of California, lying equally 40.0 feet on each side of the following described center line:

Beginning at the point of intersection of the southwesterly line of land (100 feet wide) of Southern Pacific Transportation Company with the line common to said Sections 1 and 36, said point being distant 50.00 feet southwesterly, measured at right angles, from the original located center line of said Company's main track (Davis - Harrington) at Engineer's Station 715+5203; thence South 89°54'49" East along said common line, 130.64 feet to a point in the northeasterly line of said Company's land.

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The side lines of the above described 80 foot wide strip of land terminate in said southwesterly and northeasterly lines.

Said strip of land contains an area of 0.24 of an acre, more or less.

EXHIBIT "A"

I N S E R T

County Road No. 10 Crossing AE-99.1
County of Yolo, California

12. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two (2) flashing light grade crossing signals equipped with automatic gate arms, together with actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals," at said crossing. Said signals shall be located approximately as indicated on the print of Railroad's Sacramento Division Drawing O-2506, dated June 12, 1973, attached and made a part hereof. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of existing crossing signs.

Railroad shall alter, raise and/or relocate Railroad's overhead communication and signal wires, poles, guy wires and appurtenances as necessary to provide proper clearance for the raising and lowering of the said automatic gate arms.

Grantee agrees to reimburse Railroad for fifty percent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals, removal of the existing crossing signs and alteration, raising and/or relocation of Railroad's overhead communication and signal wires, poles, guy wires and appurtenances.

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13. Railroad, at its expense, will remove the existing crossing in the track area at adjacent County Road 91B Crossing AE-99.2, which crossing shall be closed.

Grantee, at its expense, will remove the balance of said County Road 91B within Railroad's right-of-way and to Railroad's satisfaction.

14. Railroad shall submit to Grantee a bill for sixty percent (60%) of the estimated cost to Railroad in performing work for which Grantee is obligated to reimburse Railroad hereunder upon completion of such work, which bill Grantee agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad, as the case may be. The total estimated cost which Grantee is obligated to reimburse Railroad hereunder is Seventeen Thousand Dollars (\$17,000).

15. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place. Cost of maintaining said signals shall be apportioned between the parties hereto in accordance with Sections 1202.2 and 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said sections shall be governed by any applicable decisions of the California Public Utilities Commission.

16. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument, and shall be completed within one (1) year thereafter.

17. Notwithstanding the apportionment of construction and maintenance costs to be incurred by Railroad as hereinabove set forth, should Grantee be allotted Federal Funds for all or a portion thereof, Railroad shall be reimbursed in accordance with applicable laws and regulations, and Railroad's right to reimbursement shall not be limited by any other provision of this agreement.

Grantee shall reimburse or arrange for reimbursement to Railroad promptly upon receipt of bills for Grantee's share of construction expenses incurred by Railroad.

Grantee, upon being informed that an allotment of Federal Funds has been made to Grantee for construction or installation hereinabove contemplated, shall immediately notify Railroad of such allotment.

Cost of maintaining said signals installed with Federal Funds shall be borne and paid fifty percent (50%) by Railroad and fifty percent (50%) by Grantee and Grantee's liability for such maintenance costs shall be limited to such funds as are set aside for allocation to the California Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code, provided that if Federal Funds for maintenance become available, Railroad shall be reimbursed to the extent of such availability, but not less than fifty percent (50%) of the cost, with Grantee's liability for the remainder of the cost being as set forth above in this paragraph.

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The County of Yolo, herein referred to as County, and the Washington Unified School District, herein referred to as District, enter into this Agreement for purposes of providing Youth Services Bureau general case aide services to the several schools of the Washington Unified School District. The provisions, which shall be mutually agreeable, shall be as follows:

- 1.0 The County, through its agent Youth Services Bureau, shall provide to the District general case aide services for a period of one school year, July 1, 1973 to June 30, 1974. Such services shall include, but not be limited to, the following:
 - 1.1 General counseling.
 - 1.2 Tutoring.
- 2.0 General guidelines for the services to be provided by County through its agent, Youth Services Bureau, will be mutually agreed upon by the parties to the Agreement.
- 3.0 The County agrees that, in providing services to the several school of the District, the agent, Youth Services Bureau, will adhere to the Rules and Regulations and Policies of the District while on school premises.
- 4.0 Services provided by County will be performed in District schools as are mutually agreed upon by the parties to the Agreement.
- 5.0 In exchange for the services provided by County, District agrees to pay the sum of Two Thousand Dollars (\$2,000.00). Such payment shall be made in the following manner:
 - 5.1 At the conclusion of the service year, County will bill District in the amount agreed upon.
 - 5.2 Payment will be made by District within a reasonable period of time after receipt of County bill.
- 6.0 Pursuant to Education Code Section 921, nothing in the foregoing Agreement shall be construed as an abrogation or delegation of legal responsibilities, powers and duties of the Washington Unified School District Board of Education.

County of Yolo
Youth Services Bureau

Washington Unified School District

Arthur H. Edmunds
Chairman, Board of Supervisors as
Authorized Representative

William H. Koz
Superintendent as Authorized
Representative

12/31/73
Date

11/19/73
Date

EX-115
JAN 1974
COUNTY OF YOLO
SUPERVISOR
EDMUNDS, ARTHUR H.

Micro Fiched

FILED
DEC 8 1973
LAURENCE P. HENRI, Clerk
Superior Court
Yolo County

1 AGREEMENT NO. 73- 282
2 (Agreement for Pathologist Services)
3

4 THIS AGREEMENT made and entered into this 31st day of
5 December, 1973, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter referred to
7 as COUNTY, and JAMES F. RANDELL, M. D., hereinafter designated as
8 PATHOLOGIST,
9

10 W I T N E S S E T H:

11 WHEREAS, the County of Yolo requires the services of a
12 Pathologist and also professional guidance in the operation of the
13 laboratory at the EAST YOLO HEALTH FACILITY (SALUD); and Micro Fiched
14

15 WHEREAS, PATHOLOGIST is a duly qualified and licensed
16 specialist; and

17 WHEREAS, the parties hereto are desirous of entering into
18 this agreement in order to provide a full statement of their respec-
19 tive covenants and agreements in connection with the provision of
20 pathological services at the EAST YOLO HEALTH FACILITY (SALUD) and
21 the provision of professional guidance in the operation of the
22 clinic laboratory during the term hereof,

23 NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
24 COVENANTS AND AGREEMENTS HEREIN CONTAINED, it is understood and
25 agreed by and between the parties hereto as follows:

26 FIRST: PATHOLOGIST shall provide services in his profes-
27 sional specialty upon direction to do so by the Health Officer of
28 COUNTY for patients receiving treatment at EAST YOLO HEALTH FACILITY
29 (SALUD).

30 SECOND: PATHOLOGIST shall assist the Health Officer in the
31 technical operation of the clinic laboratory and set up procedural
32 methods and standards for the laboratory, subject to review and
approval by the Health Officer.

1 THIRD: All non-medical personnel required for the proper
2 operation of the clinic laboratory shall be selected and employed
3 by COUNTY; however, upon request by COUNTY, PATHOLOGIST shall aid
4 in the review of credentials in hiring of laboratory technicians.

5 FOURTH: COUNTY shall pay PATHOLOGIST the sum of
6 ONE HUNDRED (\$100) DOLLARS per month.

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7 FIFTH: In the performance of the work, duties, and
8 obligations devolving upon him during this agreement, it is
9 mutually understood and agreed that PATHOLOGIST is at all times
10 acting and performing as an independent contractor practicing his
11 profession of medicine and surgery and specializing in pathology;
12 that COUNTY shall neither have nor exercise any control or direc-
13 tion over the methods by which PATHOLOGIST shall perform his work
14 and functions excepting that said PATHOLOGIST does by this agree-
15 ment agree to perform his said work and functions at all times in
16 strict accordance with currently approved methods and practices in
17 his professional specialty, and that the sole interest of COUNTY
18 is to assure that said pathological work and service shall be per-
19 formed and rendered in a competent, efficient, and satisfactory
20 manner. All applicable provisions relating to licensing and
21 regulating of physicians and clinic shall be fully complied with
22 by all parties hereto.

23 SIXTH: Any of the matters of agreement herein contained
24 may be altered from time to time by the written consent of the
25 parties without in any way affecting the remainder.

26 SEVENTH: This agreement shall be effective on January 1,
27 1974 and shall remain in effect until June 30, 1974.

28 EIGHTH: It is agreed and PATHOLOGIST makes the following
29 statement of contract status for himself for the purpose of facili-
30 tating reimbursement under Title XVIII and Title XIX of the Social
31 Security Act, as amended, and otherwise. PATHOLOGIST is retained
 as to this agreement as an independent contractor by the

1 County of Yolo, a political subdivision of the State of California,
2 to provide medical care at EAST YOLO HEALTH FACILITY (SALUD). As
3 a contract pathologist, PATHOLOGIST receives compensation from
4 COUNTY pursuant to this agreement which by virtue of this agreement
5 fully compensates PATHOLOGIST for all services performed at EAST
6 YOLO HEALTH FACILITY (SALUD). Micro Fiched

7 As a clinic-based pathologist at the EAST YOLO HEALTH
8 FACILITY (SALUD), PATHOLOGIST will be performing professional
9 pathological services for patients receiving treatment in said
10 clinic who are covered by the supplemental medical insurance for
11 the aged program as established under Title XVIII and for patients
12 covered by Title XIX of the Social Security Act, and for non-
13 indigent patients receiving emergency treatment. All pathological
14 services performed by PATHOLOGIST for such patients in EAST YOLO
15 HEALTH FACILITY (SALUD) during the term of this agreement will be
16 undertaken in PATHOLOGIST'S capacity as a clinic-based pathologist
17 and within the course and scope of the provisions of this agree-
18 ment with the County of Yolo.

19 NINTH: PATHOLOGIST hereby acknowledges the right of COUNTY
20 or any of its duly authorized administrators to accept any assign-
21 ment made by any person who receives medical treatment from
22 PATHOLOGIST at the EAST YOLO HEALTH FACILITY (SALUD) pursuant to
23 this agreement, the amount payable to such persons for the medical
24 treatment given under Title XVIII or Title XIX of the Social
25 Security Act or to non-indigent patients receiving emergency treat-
26 ment and to receive any payments which may be made pursuant to such
27 assignment.

28 TENTH: PATHOLOGIST shall provide insurance insuring
29 PATHOLOGIST for damages because of injury or death sustained by any
30 person arising out of malpractice, error, or mistake in rendering
31 or failing to render professional services pursuant to this agree-
32 ment with policy limits of \$1,000,000 for each occurrence and

1 \$3,000,000 aggregate.

2 IN WITNESS WHEREOF, COUNTY has caused this agreement to be
3 executed and its seal to be hereunto affixed by its officers
4 thereunto duly authorized and PATHOLOGIST has executed this agree-
5 ment by hereunto setting his hand as of the day and year first
6 above written.

7 COUNTY OF YOLO, a political subdi-
8 vision of the State of California

9 BY Atty. General
10 CHAIRMAN OF THE BOARD OF SUPERVISORS
11 COUNTY OF YOLO, STATE OF CALIFORNIA

12 ATTEST:

13 LAURENCE P. HENIGAN, CLERK

14 BY Pat E. Lucas
15 DEPUTY

Micro Fiched

16 (SEAL)
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24 James F. Ransdell
25 JAMES F. RANDELL, M. D.
26 PATHOLOGIST
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1 AGREEMENT NO. 73- 283

2 (Agreement for Physician Services)

3
4 THIS AGREEMENT made and entered into this 31st day of
5 December, 1973, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter referred to as
7 COUNTY, and JOHN ROLLYSON, M. D., hereinafter referred to as
8 PHYSICIAN,

9
10 W I T N E S S E T H:

Micro Fiched

11 RECITALS:

- 12 1. PHYSICIAN is a duly qualified and licensed physician and
13 surgeon.
14 2. COUNTY desires by this agreement to retain PHYSICIAN'S
15 services as a clinic-based physician at EAST YOLO HEALTH
16 FACILITY (SALUD) for four days a week.

17 AGREEMENTS:

- 18 1. In consideration of the mutual covenants and agreements herein
19 contained, PHYSICIAN agrees
20 A. To provide medical care within the scope of his medical
21 training as provided by the Health Officer of COUNTY to
22 patients of COUNTY at EAST YOLO HEALTH FACILITY (SALUD)
23 for a minimum of six hours a day but no more than thirty
24 (30) hours a week between 8:00 A. M. and 5:00 P. M. on
25 four days except holidays, as assigned by the Health
26 Officer.
27 B. To accept appointment by the University of California and
28 serve as a Preceptor for the purpose of providing clinical
29 field experience at the EAST YOLO HEALTH FACILITY (SALUD)
30 to students enrolled in the Family Nurse Practitioner
31 Program of the University of California at Davis.
32 C. To give one week's notice of any planned absence and to

1 make reasonable efforts to recommend to the Health Officer
2 a substitute for such absence.

3 D. To provide insurance insuring PHYSICIAN for damages be-
4 cause of injury or death sustained by any person arising
5 out of malpractice, error, or mistake in rendering or
6 failing to render professional services pursuant to this
7 agreement with policy limits of \$1,000,000 for each
8 occurrence and \$3,000,000 aggregate.

9 2. In consideration of the mutual covenants and agreements herein
10 contained, COUNTY agrees to pay PHYSICIAN the sum of \$20 per
11 hour as compensation for services rendered pursuant to this
12 agreement.

13 3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

14 A. The term of this agreement shall commence on January 1,
15 1974, and shall terminate on June 30, 1974.

16 B. Any notice to be given PHYSICIAN may be given personally
17 or by depositing the same in the United States mail,
18 postage prepaid, and addressed to him at his last known
19 mailing address, or at EAST YOLO HEALTH FACILITY (SALUD),
20 530 C Street, Broderick, California 95605.

21 C. In the performance of the work, duties and obligations
22 devolving upon him under this contract, PHYSICIAN is at
23 all times acting and performing as an independent con-
24 tractor practicing his profession of physician and surgeon.
25 COUNTY shall not have nor exercise any control or direc-
26 tion over the methods by which PHYSICIAN shall perform
27 his work and functions, except that PHYSICIAN does by this
28 agreement agree to perform his work and functions at all
29 times in strict accordance with currently approved methods
30 and practices in his profession and that the sole interest
31 of COUNTY is to assure that said work and functions shall
32 be performed and rendered in a competent, efficient and

1 satisfactory manner.

2 D. It is agreed and PHYSICIAN makes the following statement
3 of contract status for himself for the purpose of facili-
4 tating reimbursement under Title XVIII and Title XIX of
5 the Social Security Act, as amended, and otherwise.

6 PHYSICIAN is retained pursuant to this agreement as an
7 independent contractor by the County of Yolo, a political
8 subdivision of the State of California, to provide medical
9 care at EAST YOLO HEALTH FACILITY (SALUD). As a contract
10 physician, PHYSICIAN receives compensation from COUNTY
11 pursuant to this agreement which by virtue of this agree-
12 ment fully compensates PHYSICIAN for all services per-
13 formed at EAST YOLO HEALTH FACILITY (SALUD). **Micro Fiched**

14 As a clinic-based physician at the EAST YOLO HEALTH
15 FACILITY (SALUD), PHYSICIAN will be performing professional
16 physician services for patients receiving treatment in
17 said clinic who are covered by the supplemental medical
18 insurance for the aged program as established under Title
19 XVIII and for patients covered by Title XIX of the Social
20 Security Act, and for non-indigent patients receiving
21 emergency treatment. All physician services performed by
22 PHYSICIAN for such patients in EAST YOLO HEALTH FACILITY
23 (SALUD) during the term of this agreement will be under-
24 taken in PHYSICIAN'S capacity as a clinic-based physician
25 and within the course and scope of the provisions of this
26 agreement with the County of Yolo.

27 E. PHYSICIAN hereby acknowledges the right of COUNTY or any
28 of its duly authorized administrators to accept any assign-
29 ment made by any person who receives medical treatment
30 from PHYSICIAN at the EAST YOLO HEALTH FACILITY (SALUD)
31 pursuant to this agreement, the amount payable to such
32 persons for the medical treatment given under Title XVIII

1 or Title XIX of the Social Security Act or to non-indigent
2 patients receiving emergency treatment and to receive any
3 payments which may be made pursuant to such assignment.

4 IN WITNESS WHEREOF, the parties hereto have
5 executed this agreement on the day and year first above written.

6 COUNTY OF YOLO, a political subdi-
7 vision of the State of California

8 BY Atty. H. C. Lawrence
9 CHAIRMAN OF THE BOARD OF SUPERVISORS

10 ATTEST:

11 LAURENCE P. HENIGAN, CLERK

12 BY Robt. E. Lucas
13 DEPUTY

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14 (SEAL)

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20 John Rollyson M.D.
21 JOHN ROLLYSON, M. D.
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RECEIVED

JAN 15 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

AGREEMENT NO. 74-1

(Consulting Dietitian Agreement)

FILED

JAN 15 1974

LAURENCE P. HENIGAN, Clerk

By *Balanced Policy* Deputy

THIS AGREEMENT made and entered into this 7th day of
January, 1974, at Woodland, California, by and between the
COUNTY OF YOLO, hereinafter called COUNTY, and CONSTANCE HIBBARD,
hereinafter called DIETITIAN,

W I T N E S S E T H:

Micro Fiched

1. In consideration of the covenants of COUNTY herein, DIETITIAN
agrees during the term of this agreement to perform the follow-
ing services in accordance with the standards for hospital
accreditation as published by the Joint Commission on Accredi-
tation of Hospitals:

- A. To consult with hospital personnel to maintain an organized
dietetic service in Yolo General Hospital.
- B. To assist in preparation of written policies and proce-
dures which govern all dietetic activities.
- C. To advise the administration of the nutritional aspects
of patient care.
- D. To maintain a written record of the service provided on
each hospital visit to insure continuity of service and
to identify progress.
- E. To provide training to hospital personnel in the nutri-
tional aspects of patient care.
- F. To provide such consulting service one day each week ex-
cept that the Hospital Administrator may request additional
services in writing specifying such additional days.

2. In consideration of the covenants of DIETITIAN herein, COUNTY
agrees as follows:

- A. To pay DIETITIAN the sum of SEVENTY-FIVE (\$75.00) DOLLARS
per day.

- 1 B. To pay DIETITIAN monthly on presentation of a claim there-
2 for for mileage at the rate of fourteen (14¢) cents per
3 mile for the first 300 miles and eleven (11¢) cents per
4 mile thereafter computed from DIETITIAN's home in Sacramento.
- 5 3. IT IS MUTUALLY AGREED AS FOLLOWS:
- 6 A. In the performance of the work, duties and obligations
7 devolving upon her under this agreement, DIETITIAN is at
8 all times acting and performing as an independent con-
9 tractor practicing her profession of consulting dietitian.
10 COUNTY shall not have nor exercise any control or direc-
11 tion over the methods by which DIETITIAN shall perform
12 her work and functions except that DIETITIAN does by
13 this agreement agree to perform her work and functions at
14 all times in strict accordance with currently approved
15 methods and practices in her profession and that the sole
16 interest of COUNTY is to assure that said work and func-
17 tions shall be performed and rendered in a competent and
18 efficient and satisfactory manner. *Micro Fiched*
- 19 B. The term of this agreement shall commence on January 1,
20 1974 and shall terminate upon thirty (30) days' written
21 notice thereof by either party.
- 22 C. DIETITIAN represents that she is registered with the
23 American Dietetic Association and agrees to maintain
24 such registration during the term of this agreement.
- 25 D. No alteration or variation of the terms of this agreement
26 shall be valid unless made in writing and signed by the
27 parties hereto, and no oral understandings or agreements
28 not incorporated herein and no alterations or variations
29 of the terms hereof unless so made shall be binding on
30 the parties.
- 31 E. This agreement supersedes all prior agreements between
32 the parties.

1 IN WITNESS WHEREOF, the parties hereto have executed
2 this agreement on the day and year first above written.

3 COUNTY OF YOLO, a political subdivi-
4 sion of the State of California

5 BY W. E. Hunter
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

9
10 BY Barbara A. Rodgers
11 DEPUTY

12 (SEAL)

13 Micro Fiched

14
15 Constance Hildebrand
16 CONSTANCE HILDEBRAND

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AGREEMENT NO. 74-2
EMERGENCY FLOOD RELIEF LAW
COOPERATIVE AGREEMENT 73-H10
CONTRACT AND SPECIAL PROVISIONS

NOV - 3 1976

LAURENCE P. HENIGAN, Clerk
By *Debra E. Conley*
DEPUTY

COUNTY ROADS AND BRIDGES

COUNTY OF YOLO
PROJECT 73-H10

THIS AGREEMENT, made in quadruplicate, this 7th day of January, 1974, by and between the COUNTY OF YOLO, hereinafter referred to as the "Local Agency" and the STATE OF CALIFORNIA acting by and through the Department of Transportation, hereinafter referred to as the "Department",

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WITNESSETH:

WHEREAS, pursuant to Chapter 1284, Statutes of 1972 and the Emergency Flood Relief Law, the Local Agency has applied to the State Allocation Board for assistance in meeting costs to repair or restore storm and flood damage or destruction which occurred between September 1, 1972, and June 30, 1973, to certain real property; and

WHEREAS, the Department has investigated the proposed work, has found it to be a matter of general public and State interest and concern, has estimated the cost of such work, and has filed Report 73-H10 thereon with the Department of Finance, and the Director of Finance has approved said report;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed as hereinafter set forth, the Local Agency, and the Department do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

Reference is made to the General Provisions of Storm and Flood Damage Agreements, July 1973, Emergency Flood Relief Law, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein with the same effect as though set forth in full.

ARTICLE II. SPECIAL PROVISIONS

1. The work consists of the repair and restoration of county roads and bridges in the County of Yolo, as detailed hereunder with estimated costs in which State funds may be used:

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<u>Item No.</u>	<u>County Road No.</u>	<u>Road Name & Location</u>	<u>Work Description</u>	<u>Estimated Cost</u>
1	41	No Name Mi. 0.0-SH16 Mi. 0.8, 3.2 & 3.5 to east	Restore three washouts.	\$ 2,000
2	40	No Name Mi. 0.0-SH16 Mi. 1.2	Restore washout.	1,000
3	53	No Name Mi. 0.0-2.6, 2.7 & 3.0	Replace washed out Br. with 60' x 12½' timber deck, steel girder bridge & approaches. Restore roadway at two washout locations.	8,000
4	39	Pumphouse Rd. Mi. 0.0-SH84 Mi. 1.9	Replace 300' of road-bed. Place seal coat.	4,000
5	108	No Name Mi. 0.0-Rd. 99E Mi. 0.9 to east Mi. 0.0-Rd. 99E Mi. 3.1, 4.0, 4.1 to west	Restore fill & place AC at all locations.	1,500
6	87 FAS 1153	No. Name At Cache Cr.	Replace spans 2 & 3 with a single span & repair pier 4 of 600' x 24' concrete through girder bridge.	25,000

Total Items	\$41,500
Contingencies	<u>4,500</u>
TOTAL	\$46,000

2. All work has been or will be performed by the Local Agency.

3. Any plans and specifications required will be prepared by the Local Agency.

4. All work shall be completed by December 1, 1974.

5. All rights of way will be provided by the Local Agency at no cost to the State.

6. The work is to be financed as follows:

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1. State Funds, Chapter 1284, Statutes of 1972 \$ 8,390

2. Local Agency Funds 37,610

\$46,000

The sum of \$37,610 represents the Local Agency's contribution computed in accordance with the formula in the State Emergency Flood Relief Law.

The COUNTY OF YOLO by resolution of the County Board of Supervisors passed at a meeting held on January 7 1974, a copy of which resolution is attached hereon, has approved this agreement and authorized its execution.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

STATE OF CALIFORNIA
Department of Transportation
Division of Highways

R. J. DATEL
State Highway Engineer

By *J. A. Legare*
Deputy State Highway Engineer

APPROVAL RECOMMENDED

J. T. Kessel
Chief, Office of Local Assistance

APPROVED AS TO FORM AND PROCEDURE

William L. Gentry Jr.

COUNTY OF YOLO

By *W. E. Duran*

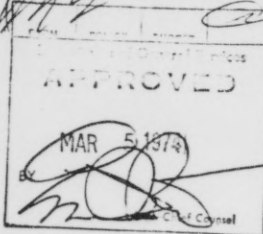
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form

Dated _____

By Rob. J. Post
Deputy County Counsel of Yolo County

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GENERAL PROVISIONS OF STORM AND FLOOD
DAMAGE AGREEMENTS
JULY 1973
EMERGENCY FLOOD RELIEF LAW

I. Definitions.

A. Emergency Flood Relief Law:

Government Code Sections 54150 through 54164.
(Article 6, Chapter 5, Part 1, Division 2 of Title 5
of Government Code)

B. The General Provisions:

The General Provisions of Flood Relief Agreements, and
stated herein, and providing the general terms and
conditions of the agreement entered into between the
Local Agency and the State of California, acting by and
through the Department of Transportation, pursuant to the
emergency Flood Relief Law, and other applicable Laws.

C. The Contract:

The specific Contract and Special Provisions providing
for the performance of particular work by or for a
particular Local Agency.

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D. The Agreement:

The Contract and the General Provisions, taken together,
shall constitute the agreement which is described in Sec-
tion 54157 (1) (b) of the Emergency Flood Relief Law. In
case of conflict between the Contract and the General
Provisions, the terms of the Contract shall prevail.

E. Local Agency:

The city, city and county, county or public district named
in the contract as a party thereto.

F. The Department:

The State of California, acting by and through the Depart-
ment of Transportation.

G. The Work:

The work described in the Contract, consisting of one or
more separate items of work as described therein.

H. Preliminary Engineering:

The work "preliminary engineering" includes all preliminary
work including, but not restricted to preliminary surveys

and reports, preparation of cost estimates, laboratory work, soil investigations, preparation of plans, design and advertising. The term does not include investigations, estimates or reports made by the Department of Transportation pursuant to Section 94155 of the Emergency Flood Relief Law.

I. Construction Engineering:

The term "construction engineering" includes actual inspection of the work, necessary construction staking, laboratory and field testing, field reports and records, estimates, and final report.

II. Performance of Work.

A. Performance of work by the Local Agency:

1. When so specified in the Contract, the Local Agency will perform the work or any item thereof, or award the Contracts therefor pursuant to the laws governing the Local Agency. All public works construction contracts awarded by the Local Agency for repair and restoration projects financed hereunder shall include the "Fair Employment Practices" provisions hereto attached as "Appendix 1," or nondiscrimination provisions pursuant to applicable Federal requirements. *Micro Fiched* It shall be the responsibility of the Local Agency to insure compliance with said provisions. Copies of the necessary forms may be procured upon request to the Department of Transportation. The Local Agency shall render to the Department monthly, or at such intervals as are satisfactory to the Department, claims, in such form as the Department prescribes, covering the cost of the work performed. Thereupon the State shall reimburse the Local Agency for the value of the work performed, to the extent of the State's proportionate share thereof, in the ratio set forth in the contract, less ten percent (10%) of said sum which will be retained by the State for final adjustment as to the amount of the State and Local Agency contribution in accordance with the provisions of Article III(A) hereof.
2. Claims for reimbursement will be certified by an authorized representative of the Local Agency or by a signatory to the Agreement on behalf of the Local Agency. Within sixty (60) days after completion of the work called for by this Agreement, the Local Agency shall file with the Department a final report of expenditures therefor in the form prescribed by the Department. The final payment will be made subject to the adjustments hereinabove described. Prior to such payment, an inspection and audit may be performed, in the discretion of the State.

3. Work records and audit.

The funds herein agreed to be furnished by the State shall be disbursed for work performed pursuant to the agreement and only upon the submission of claims in forms satisfactory to the State. As to each item of work performed pursuant to this agreement, Local Agency agrees to keep and maintain full, complete, accurate and itemized record of such work and to permit any authorized officer, agent or employee of the State of California to examine such records and to interview in connection with such records or work, all officers, agents or employees of the Local Agency concerned therewith.

4. Review by Department.

Where the Local Agency is to prepare plans and specifications for the work or any item thereof, then prior to performance of such work or advertisement of the notice to bidders therefor, Local Agency shall submit the said plans and specifications to the Department and shall not proceed with the performance of the work or advertisement of the said notice until it has received the Department's written approval of the plans and specifications therefor. The plans and specifications shall not thereafter be modified without the prior approval of the Department.

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No contract will be awarded for any item of work in excess of the estimated cost thereof, as shown in the Contract without prior written consent of the Department and the allocation of additional funds if necessary. A tabulation of bids received shall be furnished to the Department in all cases where work is performed by contract.

The Local Agency agrees that the Department may make such inspection of the work as it deems proper in the course of construction. It is agreed that the cost of any preliminary engineering or construction engineering performed by the Department shall be considered as part of the cost of the work. Costs of this nature shall be reimbursed in full to the Department by the Local Agency upon presentation of claims therefor by the Department.

5. Use of Equipment.

Where work is performed by the Local Agency with its own forces, equipment owned by the Local Agency and used on the work may, for the purposes of progress payment claims, be charged in accordance with the Local Agency's normal cost distribution procedure

or in any manner that will distribute a fair and equitable share of the over-all equipment depreciation, maintenance and operating expense to each project. During the State's examination of the Local Agency's records upon completion of the work as set forth in paragraph 3 above, such equipment charges will be subject to adjustment to reflect actual costs as determined by the State.

6. If the Local Agency does not diligently prosecute the work financed under the Agreement, or does not complete said work within the time provided in the Contract, or such further time as the Department may for good cause allow, or if at any time said work is not carried on in a manner satisfactory to the Department, the Department may, upon written notice, terminate the Agreement. Extensions of time may be granted by the Department without the necessity of amending the Agreement. Upon such termination all expenditures and expenses of the Local Agency and the Department necessarily incurred to the date thereof under and in accordance with the Agreement, shall nevertheless be paid from the funds allocated for the work.

B. Performance of Work by the Department:

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1. When so specified in the Contract, the Department will perform the work or any item thereof, pursuant to the State Contract Act, and will advertise and award a contract or contracts for the work specified, and will make payments to the contractors as the same become due.
2. Prior to award of the contract the Local Agency shall forward to the Department for deposit in the State treasury, a sum equal to the matching funds which it has in the Contract agreed to contribute in cash for the work thereof, or such amount as may be determined necessary by the Department to prevent overpayment of the State's contribution determined in accordance with the Emergency Flood Relief Law.
3. The Department may, from time to time, request that the State funds for such work or item be transferred by the State Controller to the Department in such amounts as are deemed necessary by the Department.
4. Contractors performing work under contracts with the Department are responsible to the Department for the satisfactory execution of the Contract; however, on request by the Department the Local Agency will to the limit of its manpower resources furnish at cost such engineering and inspection personnel as may be required. Charges for such engineering will be billed

to the Department on completely detailed invoices for reimbursement. The charges for such engineering and inspection shall only be for the direct costs thereof. The Department will exercise general supervision over such contracts and may take direct control of the work thereof at its discretion when it is deemed that the responsibility of the Department so requires. After completion of the work of said contract or contracts, or portions thereof acceptable to Department, the Local Agency will maintain the completed work.

C. Work Already Performed by the Local Agency:

1. Where work covered by this Agreement or any item thereof has already been performed by the Local Agency, it will be reimbursed by the State for the cost thereof to the extent of the State's contribution therefor as set forth in the Contract, upon the submission to Department of claims therefor satisfactory to the State.
2. Ten percent (10%) of State's contribution therefor shall be retained by the Department pending final audit by the State Controller and adjustment of the State's contribution for the actual cost of the work performed under the Agreement or any subsequent agreements, pursuant to Article III(A).

III. Funds.

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- A. In no event shall the liability of the State under the Agreement exceed the amount allocated for the work except upon its written consent and the allocation of additional funds.
- B. Upon completion of the work financed by the Agreement, the contributions by the State and the Local Agency for the cost of such work and of all work completed pursuant to other agreements between the parties and financed under the same appropriation shall be adjusted on the basis of the actual cost thereof in accordance with the contribution schedule set forth in Section 54157 of the Emergency Flood Relief Law. In making such adjustments, all moneys furnished or to be furnished by the United States or any agency thereof for the financing of the work shall be deducted from the cost of the project in accordance with Section 54158 of the Emergency Flood Relief Law, whether or not such Federal funds are included in the Agreement. The Local Agency expressly agrees that upon such adjustment, if there is a deficiency in the amount it has contributed toward such cost, it will pay such deficiency to State or make satisfactory arrangements therefor within ninety (90) days after notice of the amount of such deficiency.

- C. Nothing in the Agreement shall be construed to permit the Local Agency to collect more than the total cost of the work or any item of work, from the contributing agencies. The allocation will be adjusted downward should such a situation become evident.
- D. Either party to the Agreement may request that an agreement amendment be executed should a revision in the method of financing become necessary or advisable.
- E. The State shall not be liable to participate in the cost of any item of work in excess of the estimate therefore stated in the contract, or as revised, in accordance with Article III. F.
- F. The Department may, without the necessity of amending the Agreement, adjust the cost estimates of items of work financed hereunder within the monetary limits of the Agreement.
- G. In the event the Department, at any time, should determine that any portion of the State funds provided in the contract are in excess of need for the completion of the work, and so notifies the Local Agency, the excess funds will be returned to the fund from which allocated and will no longer be available for expenditure hereunder, unless reallocated.
- H. In the event any work financed hereunder shall be accomplished in a manner which allows the salvage of any materials from the damaged facility, the reasonable value of such salvageable materials shall be applied to reduce the total cost of such work. The reasonable value of such salvageable materials shall be the amount realized by the Local Agency from the sale thereof upon competitive bidding therefor, or in the absence of such sale, such amount as the Department may determine to be reasonable value therefor. Micro Fiche
- I. Notwithstanding any other provisions herein contained the Department may at any time retain such funds additional to the 10% retention provided for in Article II hereof as it may deem necessary to prevent an overpayment of the State's contribution toward the work financed hereunder.

IV. Work Eligible for Federal-aid Emergency Relief Funds.

- A. In the event that any item of work covered by this agreement is eligible for Federal-aid emergency relief funds, local agency shall comply with all Federal laws, rules, regulations and procedures applicable to Federal-aid emergency relief projects. It is further understood and agreed as follows:

1. As provided in Section 116 of Title 23, U. S. Code, it is agreed that after the completion of the work or acceptable portions thereof, the Local Agency will maintain the completed works in a matter satisfactory to the authorized agents of the United States.
2. The execution of this Agreement and the allocation of State funds does not imply that all necessary approvals have been obtained from the Federal Highway Administration for the use of Federal-aid Emergency Relief funds. It shall be the obligation of the Local Agency to request and obtain such approvals and the instructions related thereto from the District Transportation Office before proceeding with work described herein that is eligible for such Federal aid.
3. When the cost of preliminary engineering or construction engineering incurred by the Local Agency is to be borne in part by Federal-aid Emergency Relief funds, the use of automobiles will be billed at rates that are in accordance with the Local Agency's normal cost distribution procedure, and in any event at rates that are fair and equitable. The Local Agency will contribute its general administrative and overhead expense. The Federal Highway Administration shall be given access to the Local Agency's books and records for the purpose of checking costs paid or to be paid by the Department hereunder. Micro Fiched
4. Engineering work performed by consulting engineers will be approved for Federal participation only if the contract with the consultant has the prior approval of the Federal Highway Administration. The supervision of construction must be performed by employees of the State or Local Agency.
5. If the Federal Government makes any change in its eligibility determination of an item of the work anticipated to be financed in whole or in part with Federal ER funds prior to the award of contract for the construction of such item of work, the Department reserves the right to re-determine the eligibility of the proposed work and the financing therefor.

V. Miscellaneous Provisions

- A. The State of California, its departments, divisions, officers and employees, shall not be liable for anything done, or omitted to be done, by the Local Agency in connection with the performance of any work called

for by the Agreement. The Local Agency shall, in the event any claim is made against the State, or any department, division, officer or employee thereof, by reason of said work, during its progress or after completion thereof, defend, indemnify and hold harmless said State, department, division, officer or employee from any damage or liability by reason of such claim.

- B. It is agreed by the parties hereto that the State does not and shall not acquire any ownership or interest in the work pursuant to the Agreement and shall not be responsible or liable for the maintenance or operation thereof or for its adequacy in any respect.

C. Right of Way:

Unless otherwise stated in the Contract, the Local Agency shall furnish at no cost to the State all necessary rights of way and real property required for the work, free and clear of obstructions and encumbrances, and expressly assumes the obligation to pay damages which may result to real property not actually taken but injuriously affected by the work.

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The Local Agency further agrees to pay from its own funds, any costs incurred in connection with the work which arise out of right of way litigation or delays to the contractor because right of way has not been made available to him for the orderly prosecution of the work.

- D. The Local Agency shall procure any and all permits, licenses or authorizations which may be required by Federal, State or local law, imposed by any agency having jurisdiction therein in reference to said work and no expenditure therefor shall be chargeable against the funds available for the work under the Agreement.
- E. Any local materials such as earth or gravel used in the work and obtained from property owned by the Local Agency will be made available by the Local Agency without royalty charges. Royalty charges for materials obtained from property owned by others under agreement with the Department or under agreements with the Local Agency that have been approved by the Department may be charged to the cost of the work.
- F. The Agreement shall be of no force or effect unless such State funds as are specified in the agreement are allocated.
- G. The Agreement may be terminated and the provisions thereof may be altered, changed or amended by mutual consent of the parties hereto.

FAIR EMPLOYMENT PRACTICES PROVISIONS

SECTION A: In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, reestablish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1775 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

(b) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.

(7) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:

(a) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(b) The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.

(c) Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:

1. Spell out responsibilities for non-discrimination in hiring, referrals, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.

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(d) The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

(8) The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

(9) The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.

SECTION B: STATEMENTS AND PAYROLLS.--The Contractor shall maintain his records in conformance with the requirements in the Standard Specifications and the following special provisions:

(1) The Contractor and each subcontractor shall preserve his payroll records for a period of 3 years from the date of completion of this contract.

(2) The Contractor shall submit weekly a copy of all payrolls to the Engineer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Transportation. The Contractor and subcontractor shall use Department of Transportation certification set forth on Form HC-343 or the same certification appearing on the reverse side of optional Department of Transportation HC-347, or any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

(3) The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employees' address and social security number need only appear on the first payroll on which his name appears.

(4) The Contractor shall make his records available and is responsible for making his subcontractors' records available for inspection by authorized representatives of the Engineer and will permit such representatives to interview employees during working hours on the job.

RECEIVED

FEB 19 1974

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

By *Barbara K. Rode*

AGREEMENT NO. 74-3

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and President, FRANK B. CLENDENEN, doing business as CLENDENEN & ASSOCIATES, CONSULTANTS, INC., hereinafter referred to as CONTRACTOR,

WITNESSETH:

RECITALS:

1. COUNTY desires to obtain engineering advice on water matters and desires representation by a consulting engineer in water matters before public and private agencies.
2. CONTRACTOR desires to provide such consulting engineer services.

AGREEMENTS:

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1. In consideration for the covenants of COUNTY, CONTRACTOR promises to perform the following services under the terms and conditions of this agreement:
 - A. To provide engineering advice to the County of Yolo and its Board of Supervisors upon water matters pertaining to Yolo County, including the following:
 - 1) Matters pertaining to the water resources of Yolo County, present and future.
 - 2) Matters outside the boundaries of the County which may have a bearing upon the County of Yolo and its water resources.
 - B. To represent the County as to such matters before the agencies listed below as follows:
 - 1) The agencies before whom representation is to be provided are as follows:
 - U. S. Department of Reclamation
 - California Department of Water Resources

- 1 and its divisions
- 2 U. S. Corps of Engineers
- 3 Federal Water Quality Control Administration
- 4 U. S. Soil Conservation Service
- 5 California Division of Soil Conservation
- 6 California Water Resources Association
- 7 State Water Resources Control Board
- 8 State Reclamation Bureau
- 9 Eel River Association
- 10 Sacramento Westside Canal Association
- 11 Yolo County Water Resources Board Micro Fished
- 12 California Central Valleys Flood Control Assn.
- 13 California Senate and Assembly Water Committees
- 14 Meetings of any political subdivision within
15 the County of Yolo as requested by the Board
of Supervisors or the County Executive.
- 16 2) Presentations and policy statements shall be made
17 only with prior approval of the Board of Supervisors.
- 18 3) Such representation shall be provided by Dr. Frank
19 B. Clendenen or Dr. Verne H. Scott, except that
20 other qualified engineers may act as a Yolo County
21 representative subject to approval by the County
22 Executive in advance.
- 23 4) There shall be submitted to the Board of Supervisors
24 and County Executive of COUNTY a monthly report upon
25 such appearances as to matters affecting the County
26 of Yolo.
- 27 2. In consideration of the covenants of CONTRACTOR, COUNTY
28 promises under the terms and conditions of this agreement to
29 pay CONTRACTOR as full compensation for the services rendered
30 hereunder, the sum of ONE THOUSAND DOLLARS (\$1,000) per month.
- 31 3. IT IS MUTUALLY AGREED AS FOLLOWS:
- 32 A. Term. The term of this agreement is one year commencing

1 on January 1st, 1974; however, either party may terminate
2 this agreement upon thirty days' written notice to the
3 other.

4 B. No alteration or variation of the terms of this agreement
5 shall be valid unless made in writing and signed by the
6 parties hereto.

7 IN WITNESS WHEREOF, the parties hereto have executed
8 this agreement this 14th day of January, 1974.

9 COUNTY OF YOLO, a political subdi-
10 vision of the State of California

11 BY Mr. E. Henigan,
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST:

14 LAURENCE P. HENIGAN, CLERK

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15 BY Barbara A. Rodgers
16 DEPUTY

17 (SEAL)

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FRANK B. CLENDENEN, doing business as
CLENDENEN & ASSOCIATES - CONSULTANTS, INC.
BY Frank B. Clendenen
President



CLENDENEN & ASSOCIATES - CONSULTANTS, INC.
P.O. BOX 341 ... DAVIS, CALIFORNIA 95618 ... 916-758-3880

February 14, 1974

RECEIVED

FEB 19 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

Laurence P. Henigan, County Clerk,
Ex-Officio Clerk of the Board of
Supervisors
Yolo County
Woodland, California 95695

Re: Agreement No. 74-3

Dear Sir:

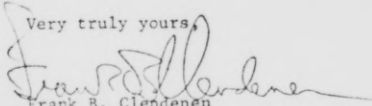
Enclosed are the original and four copies of Agreement
No. 74-5 which have been executed.

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Our firm is a corporation and not an individual doing business under a fictitious name. We have made the necessary corrections on the agreement and affixed our seal.

If these corrections are not satisfactory, we would be glad to execute corrected documents prepared by you. Frank B. Clendenen is President of Clendenen & Associates - Consultants, Inc. and James F. Brady is Vice President and Secretary.

Very truly yours,


Frank B. Clendenen
President

cm
Encs.

PLANNING ... ENGINEERING ... FINANCING ... MANAGEMENT

CONSTRUCTION AND OPERATION AGREEMENT

Small Craft Launching Facility Grant

THIS AGREEMENT is made and entered into this 24th day of September, 1973, by and between the State Department of Navigation and Ocean Development and the County of Yolo.

THE FOLLOWING TERMS are defined and hereinafter referred to as follows:

DEPARTMENT - The State of California acting by and through the Department of Navigation and Ocean Development.

APPLICANT - County of Yolo.

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EXHIBIT A - That report prepared by DEPARTMENT, and incorporated herein, dated September 1973, entitled "Broderick Launching Facility Feasibility Report", which sets forth therein the scope, components, estimated costs, and benefits of a small craft launching facility as hereinafter identified.

PROJECT - That particular small craft launching facility described in EXHIBIT A.

PROJECT AREA - That certain area particularly set forth in EXHIBIT A, and within which PROJECT will be constructed.

TERM OF OPERATION - That period of time covering the construction and operation of PROJECT, said period to commence on the effective date of this agreement, and to continue in effect for TWENTY (20) years from the date of acceptance of PROJECT by APPLICANT as provided herein.

W I T N E S S E T H:

WHEREAS, APPLICANT pursuant to Section 72.5 of the Harbors and

1 Navigation Code applied to DEPARTMENT for a grant in the amount of
2 TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) for the purpose of
3 designing, constructing, and developing a small craft launching facil-
4 ity at Broderick Beach in the County of Yolo; and

5 WHEREAS, DEPARTMENT in EXHIBIT A, finds PROJECT to be engineer-
6 ingly feasible within the estimated costs, and justified on the basis
7 of the expected usage thereof, and therefore desires to make said
8 grant; and

9 WHEREAS, the Navigation and Ocean Development Commission, by its
10 Resolution No. dated September 21, 1973, consented to said
11 grant; and Micro Fiched

12 WHEREAS, the California State Legislature in its 1973 Regular
13 Session, by enactment of Item 224(1), Chapter 129/73, appropriated the
14 sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) payable from the
15 Harbors and Watercraft Revolving Fund for a grant to APPLICANT to
16 design, construct, and develop PROJECT.

17 NOW, THEREFORE, in consideration of the mutual promises and cove-
18 nants hereinafter contained, the parties hereby agree as follows:

19 Funding Provisions

20 1. DEPARTMENT shall pay to APPLICANT a sum not to exceed TWO
21 HUNDRED FORTY TYOUSAND DOLLARS (\$240,000) for the purpose of designing
22 and constructing, or causing to be designed and/or constructed,
23 PROJECT under the conditions and provisions herein contained.

24 2. Grant funds will be paid to APPLICANT as PROJECT design and
25 construction costs become immediately payable by APPLICANT and have
26 been approved by DEPARTMENT. Invoices and substantiating material
27 shall be forwarded by APPLICANT to DEPARTMENT in support of each

1 payment request, and such requests shall not be submitted in less than
2 THIRTY (30) day intervals.

3 3. APPLICANT shall deposit grant funds received from DEPARTMENT
4 in a special account designated "Broderick Launching Facility Develop-
5 ment Fund", and said fund shall reflect all receipts and expenditures
6 made as follows:

7 (a) Those made in furtherance of the development of PROJECT.

8 (b) Those made for the maintenance and/or improvements
9 accomplished with the funds referred to in paragraph 24 hereof.

10 4. DEPARTMENT may withhold any payment as herein provided for
11 failure by APPLICANT to comply with any of the conditions and pro-
12 visions of this agreement.

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13 5. APPLICANT agrees to assume and pay any and all excess costs
14 of designing, constructing, and/or developing PROJECT. Excess costs
15 are defined as follows:

16 (a) Those costs incurred by APPLICANT prior to the effective
17 date of this agreement.

18 (b) Those costs incurred by APPLICANT but not approved by
19 DEPARTMENT.

20 (c) Those costs incurred by APPLICANT in excess of the total
21 amount of the grant referred to in paragraph 1 hereof.

22 6. All payments to be made by APPLICANT for the construction of
23 PROJECT from any source of funds whatsoever shall be subject to prior
24 written approval of DEPARTMENT. Any funds paid without prior written
25 approval of DEPARTMENT shall be deemed to have been paid from
26 APPLICANT's own funds and shall not be reimbursed from the grant made
27 hereunder.

1 7. Notwithstanding the provisions of paragraph 1 hereof,
2 DEPARTMENT may retain TEN (10) percent of costs incurred by APPLICANT
3 in construction of PROJECT until DEPARTMENT has approved the acceptance
4 of PROJECT as provided in paragraph 15 hereof.

5 8. All payment requests for grant funds provided herein shall be
6 received by DEPARTMENT from APPLICANT no later than SIXTY (60) days of
7 date of acceptance of PROJECT by APPLICANT as provided in paragraph 15
8 hereof, or prior to May 15, 1976, whichever date first occurs. Micro Fiched

9 9. APPLICANT agrees that in the event any funds paid by DEPART-
10 MENT to APPLICANT have not been expended prior to June 30, 1976,
11 APPLICANT shall return such funds to DEPARTMENT within THIRTY (30)
12 days thereof for credit to the Harbors and Watercraft Revolving Fund.

13 Land Control Provisions

14 10. DEPARTMENT shall make no payments to APPLICANT under the terms
15 of this agreement prior to receipt of evidence, satisfactory to
16 DEPARTMENT, of APPLICANT's interests in and/or control of the real
17 property which is a part of the PROJECT. At the option of DEPARTMENT
18 such evidence shall include a policy of title insurance or other evi-
19 dence satisfactory to DEPARTMENT indicating that APPLICANT has such
20 possessory interest in PROJECT AREA as necessary for the construction
21 and operation of PROJECT during TERM OF OPERATION. The property rights
22 shall include, but not be limited to, the following:

23 (a) Land access to PROJECT AREA by a maintained public way
24 open to the public.

25 (b) Waterway right to passage, open to the public, between
26 PROJECT AREA and open navigable waters.

27 (c) Such easements or other rights outside PROJECT AREA as

1 necessary to provide utilities and services necessary for the construc-
2 tion and operation of PROJECT.

3 11. APPLICANT warrants that there is no encumbrance, lien, ease-
4 ment, license, title, cloud, or outstanding interest of any type which
5 may in any way interfere with the construction, operation and/or
6 maintenance of PROJECT contemplated herein. The fact that the ~~WATER~~ Fished
7 DEPARTMENT has required, examined and/or passed on any document of title
8 as described in paragraph 10 above shall in no manner diminish the
9 effect of the preceding warranty, nor create any liability on the part
10 of DEPARTMENT, it being understood and agreed that the facts relating
11 to control of the PROJECT AREA and related real estate interest are
12 more readily available to APPLICANT than to DEPARTMENT.

13 Construction Provisions

14 12. APPLICANT agrees to design and construct, or cause to be
15 designed and/or constructed, PROJECT in a continuous and expeditious
16 manner with said design and construction to be completed at the earliest
17 reasonable date during TERM OF OPERATION, but in no case shall such
18 design and construction be completed later than May 1, 1976.

19 13. APPLICANT shall provide and maintain within PROJECT AREA
20 throughout TERM OF OPERATION a sign of durable construction recognizing
21 DEPARTMENT's participation in the development of PROJECT. Said sign
22 and the exact location thereof shall be subject to approval by
23 DEPARTMENT, and the cost thereof may be included as a construction cost.

24 14. Where required, plans and specifications for construction of
25 PROJECT shall be prepared by persons licensed by the State of Cali-
26 fornia to undertake the type of planning required by the project, and
27 the planner's certificate number shall appear on the planning documents.

1 15. In connection with the development of PROJECT, APPLICANT
2 shall obtain from DEPARTMENT advance written approval for the
3 following:

- 4 (a) All bid documents prior to advertisement.
- 5 (b) Any and all contracts prior to award.
- 6 (c) Any and all changes to plans and specifications.
- 7 (d) Any and all construction change orders.
- 8 (e) Acceptance of PROJECT by APPLICANT.

9 16. APPLICANT agrees that all contracts between it and the con-
10 tractor or contractors for construction of PROJECT shall:

11 (a) Be awarded in accordance with all applicable laws and
12 regulations.

13 (b) Contain the following clause:

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14 "Duly appointed representatives of the Department of
15 Navigation and Ocean Development shall be allowed access
16 to all parts of the construction work and shall be fur-
17 nished with such information and assistance by the con-
18 tractor as is required for complete and detailed
19 surveillance."

18 (c) Contain a clause to the effect that there shall be no
19 discrimination against any employee who is employed in the work
20 covered by such contracts or against any applicant for such employment
21 because of sex, race, religion, color, or national origin, and that
22 such provisions shall include, but not be limited to, the following;
23 employment, upgrading, promotion or transfer, recruitment, or recruit-
24 ment advertising, layoff or termination, rates of pay or other forms of
25 compensation, and selection for training including apprenticeship.

26 (d) Contain a clause to the effect that the contractor
27 shall comply with all air pollution and environmental control rules,

1 regulations, ordinances and statutes which apply to the PROJECT and
2 any work performed pursuant to the contract.

3 17. Prior to the commencement of the construction of PROJECT,
4 APPLICANT shall cause the contractor and a corporate surety acceptable
5 to DEPARTMENT to execute in favor of APPLICANT and DEPARTMENT as their
6 interests may appear, bonds in the minimum amounts as follows:

7 (a) Faithful performance - ONE HUNDRED (100) percent of the
8 total amount of said contract.

9 (b) Labor and materials - FIFTY (50) percent of the total
10 amount of said contract.

11 Micro Fiched
12 Copies of said bonds shall be furnished to DEPARTMENT.

13 18. Construction of PROJECT and APPLICANT's personnel shall be
14 under the supervision of qualified inspectors.

15 19. Inspection reports and related inspection data shall at all
16 reasonable times be accessible to DEPARTMENT personnel, and copies of
17 such reports and data shall be provided to DEPARTMENT by APPLICANT.

18 Operation Provisions

19 20. APPLICANT shall operate PROJECT and all other improvements
20 placed in PROJECT AREA as a public recreation small craft launching
21 facility during TERM OF OPERATION, and shall not during TERM OF
22 OPERATION, sell, transfer, exchange, mortgage, or hypothecate in any
23 manner all or any portion of the real property within PROJECT AREA or
24 required in connection therewith without advance written approval of
25 DEPARTMENT.

26 21. APPLICANT shall maintain and keep in good order and repair
27 any and all buildings, structures, or other improvements which are now
located in PROJECT AREA and which may hereafter be constructed thereon,

1 and DEPARTMENT shall not be liable for any costs of such maintenance,
2 management, control or operation.

3 22. During TERM OF OPERATION, PROJECT AREA and PROJECT facilities
4 shall at all times be open and accessible for the use and enjoyment of
5 all on equal and reasonable terms.

6 23. All facilities developed under the terms of this agreement
7 shall be constructed, maintained, and operated with due regard to
8 public safety, and in accordance with all applicable laws, ordinances,
9 and regulations.

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10 24. No charges or fees directly or indirectly shall be imposed
11 or collected by APPLICANT, lessee, or concessionaire for the use of
12 those facilities herein defined as PROJECT. Charges made for other
13 facilities within PROJECT AREA by APPLICANT, lessees, or concessionaires
14 shall be subject to approval by DEPARTMENT. Such funds as collected
15 thereby shall be placed in the special account designated in paragraph
16 3 hereof and shall be used solely for the maintenance and improvement
17 of the facilities located within PROJECT AREA.

18 25. During TERM OF OPERATION, all books, records, and accounts
19 kept by APPLICANT relative to the construction and operation of PROJECT
20 contemplated herein shall at all reasonable times be open for audit
21 and inspection by any duly authorized officer of DEPARTMENT.

22 26. APPLICANT agrees that if PROJECT should be discontinued as
23 a small craft launching facility, or if APPLICANT fails to construct,
24 maintain or operation PROJECT in accordance with the terms of this
25 agreement, or if any of the warranties cited herein are breached, then,
26 in any of these events, during TERM OF OPERATION, APPLICANT shall, at
27 the option of DEPARTMENT, repay to DEPARTMENT within NINETY (90) days

1 from the date of written notice thereof DEPARTMENT's share of the cost
2 of designing and constructing PROJECT on a prorated unexpired term
3 basis, said proration to be determined by DEPARTMENT.

4 27. APPLICANT shall maintain in full force and effect during
5 TERM OF OPERATION the following insurance in the minimum amounts
6 specified:

7 Bodily Injury or Death.....\$300,000 each person
8 Property and Product Damage..\$1,000,000 each occurrence
9 Fire Insurance.....\$500,000 aggregate
1050% of the full insurable value
of all insurable components of
PROJECT.

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11 DEPARTMENT shall not be liable for the payment of any premiums or
12 assessments on such insurance policy or policies, a copy or copies of
13 which are to be supplied to DEPARTMENT. Such policy or policies shall
14 contain the following endorsement:

15 The State of California, its officers, employees and agents
16 are hereby declared to be additional insureds under the terms
17 of this policy, both as to activities of APPLICANT and as to
18 the activities of DEPARTMENT in respect to PROJECT, and this
policy shall not be canceled without THIRTY (30) days prior
written notice to DEPARTMENT.

19 28. APPLICANT agrees that such concession agreements as may be
20 entered into, and such rules and regulations as may be promulgated by
21 it for the use and enjoyment of PROJECT AREA and all facilities therein,
22 shall conform to and be consistent with the rules, regulations, and
23 policies promulgated by DEPARTMENT and generally applicable to the
24 DEPARTMENT small craft launching facilities grant program.

25 29. APPLICANT agrees that DEPARTMENT shall not be obligated to
26 make or cause to be made any alterations, improvements or repairs to
27 any facilities within PROJECT AREA during TERM OF OPERATION in addition

1 to the original construction of PROJECT as provided for herein.
2 30. APPLICANT may at its own expense place or cause to be placed
3 within PROJECT AREA any structure or structures, alterations, and
4 improvements in addition to those set forth and described herein as
5 PROJECT, provided that such facilities:

- 6 (a) Be constructed, maintained and operated for the use,
7 enjoyment, and protection of the public;
8 (b) Be for the enhancement of public recreation boating;
9 (c) Do not directly or indirectly reduce the service capa-
10 cities for the boating public called for in EXHIBIT A including the
11 sanitary and parking facilities. Micro Fiched

12 General Provisions

13 31. APPLICANT hereby waives all claims and recourse against the
14 DEPARTMENT including the right to contribution for loss or damage to
15 persons or property arising from, growing out of or in any way con-
16 nected with or incident to this agreement except claims arising from
17 the concurrent or sole negligence of DEPARTMENT, its officers, agents
18 and employees.

19 32. APPLICANT shall indemnify, hold harmless, and defend DEPART-
20 MENT, its officers, agents and employees against any and all claims,
21 demands, damages, costs, expenses or liability costs arising out of
22 the acquisition, development, construction, operation or maintenance of
23 the property described herein except for liability arising out of the
24 concurrent or sole negligence of DEPARTMENT, its officers, agents or
25 employees; which claims, demands or causes of action arising under
26 Government Code Section 895.2 or otherwise.

27 33. In the event DEPARTMENT is named as co-defendant under the

1 provisions of the Government Code Sections 895 et seq., the APPLICANT
2 shall notify DEPARTMENT of such fact and shall represent DEPARTMENT
3 in such legal action unless DEPARTMENT undertakes to represent itself
4 as co-defendant in such legal action in which event DEPARTMENT shall
5 bear its own litigation costs, expenses and attorney's fees.

6 34. In the event judgment is entered against DEPARTMENT and
7 APPLICANT because of the concurrent negligence of DEPARTMENT and
8 APPLICANT, their officers, agents or employees, an apportionment of
9 liability to pay such judgment shall be made by a court of competent
10 jurisdiction. Neither party shall request a jury apportionment.

11 35. APPLICANT hereby certifies that the obligation created by
12 this agreement will not create an indebtedness or liability contrary
13 to the provisions of Section 18 of Article XI of the Constitution of
14 the State of California.

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15 36. In the event either party desires or is required to send
16 notice to the other, such notice shall be deemed to have been given
17 when mailed to the address set out below, first class postage fully
18 prepaid thereon:

19 To DEPARTMENT: Department of Navigation and Ocean Development
20 1416 Ninth Street, Room 1336
Sacramento, California 95814

21 To APPLICANT: County of Yolo
22 292 West Beamer
Woodland, California 95695

23 IN WITNESS WHEREOF, the parties hereto have executed this agree-
24 ment as of the date first hereinabove appearing.

Approved by _____
Dated _____

25 STATE OF CALIFORNIA
26 DEPARTMENT OF NAVIGATION AND
OCEAN DEVELOPMENT

COUNTY OF YOLO

County Council of Yolo County

27 By _____
Deputy Director

By W. E. Hume

CERTIFIED TRUE AND CORRECT
OFFICE OF THE CLERK OF THE COUNTY OF CALIFORNIA

1 APPROVED:

2 DEPARTMENT OF GENERAL SERVICES

3

4 By _____

5

6 I hereby certify that all conditions for exemption set forth in State
7 Administrative Manual Section 1201.13 have been complied with and this
8 document is exempt from review by the Department of Finance.

9

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Deputy Director

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DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

1416 NINTH STREET
SACRAMENTO, CALIFORNIA 95814

September, 1973

Members

Navigation and Ocean Development Commission

Gentlemen:

Attached is a feasibility study of the proposed construction of a launching facility at Broderick Beach, County of Yolo. The project is located within the town of Broderick on the west bank of the Sacramento River.

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The grant required to complete the proposed construction is \$240,000. This grant is from the Harbors and Watercraft Revolving Fund and is included in the State Budget for Fiscal Year 1973-74. Yolo County will operate and maintain the project.

The Department of Navigation and Ocean Development finds the project to be engineeringly and financially feasible and economically justified by a benefit/cost ratio of 2.8 to 1.0. The County of Yolo has filed an Environmental Impact Report for this project.

In accordance with the above findings, the Department recommends that the Navigation and Ocean Development Commission consent to a grant of \$240,000 to the County of Yolo for the construction of the Broderick Launching Facility.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'J. E. Bennett', with a stylized flourish at the end.

J. E. BENNETT
Director

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GENERAL DESCRIPTION

Broderick Beach, where the proposed project is to be built, is located within the town of Broderick on the west bank of the Sacramento River. The project property is owned by the County of Yolo. At present, there is a concreted area that is only occasionally used as a launching ramp. However, it is very steep and is unsafe. Adjacent to the project area the Corps of Engineers has a large area which the County will develop into a day-use park.

The Broderick-Bryte area is in need of a park/launching ramp complex. This area is below the State median income. Of the families in this area, 15.4 percent are below the poverty line while the State average is 8.4 percent. The unemployment rate for this area starts at about 10 percent, which is higher than the State average.

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There will be no charge by the County for use of the facilities to be constructed by the grant. At present, there are few ramps in Yolo County to serve its 3,400 boats. Adjacent to Yolo County is Sacramento County with 26,851 boats; therefore it is anticipated that this ramp will be heavily used.

ENGINEERING CONSIDERATIONS

The proposed project area is located on the Sacramento River side of the levee and is within the designated flood plain of the Sacramento River. The project area is level with a slight slope toward the river. The area will require minimal clearing and grading to develop the proposed facility.

This area is subject to occasional flooding and therefore the sanitary facilities will be located at a high enough level to reduce possible flood damage.

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The proposed launching facility will include a two-lane concrete launching ramp, boarding floats, night security lighting, sanitary facilities, utilities and landscaping. Attached is Plate II which shows the details of the proposed project.

Access

Access to the project will be via Third Street within the town of Broderick and is adequate to handle the anticipated traffic volume.

Operation and Maintenance

The cost of operation and maintenance is estimated to be \$2,500 per year and will be provided by the County of Yolo.

BRODERICK BEACH LAUNCHING FACILITY

Cost Estimate

Clearing and grubbing	\$ 5,000
Earthwork	5,000
Launching ramp	35,000
Boarding floats	15,000
Restroom	30,000
Parking area paving	59,000
Curbs	10,000
Striping	10,000
Security lighting	10,000
Utilities	15,000
Landscaping	6,000
Irrigation	<u>10,000</u>
	\$210,000
Contingencies & Engineering	<u>30,000</u>

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TOTAL ESTIMATED COST \$240,000

ECONOMIC JUSTIFICATION

A project is economically justified if the estimated benefits attributable to the proposed improvements over the life of the project exceed the total cost. The traditional test of whether or not a resources development project is economically justified has been the benefit-cost analysis. The project must generate benefits in excess of costs.

Benefits represent the aggregate value of the recreation experience accruing to beneficiaries as a result of the construction and improvement of a particular project. To measure the benefits attributable to the proposed Broderick launching ramp project, the number of recreation days creditable to the project and the value of the recreation experience to users were determined. These calculations are presented in the following paragraphs.

Recreation Season

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Precipitation in the Broderick-Sacramento area is concentrated over a five-month period (October through February) with almost no rain falling from March through September. The average annual rainfall in this area is 18 inches.

According to the California Small Craft Harbors and Facilities Plan, the length of the recreational season in the Sacramento Valley is considered to be 250 days.

Recreation Demand Forecast

The proposed launching facility will provide a needed outlet to reduce overcrowding at other facilities in the Broderick-Sacramento area. The shortage of public launching ramps in this area is critical. On a per capita basis, the Sacramento area has the most boats in the State and yet the least number of launching facilities.

On the basis of past experience in this area, it is estimated that 10,000 launchings per year from this ramp will occur three years after construction.

Unit Recreation Values

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The value of recreation to boaters using the Broderick launching facility has been estimated to equal \$1.95 per day. The determination of the value of the recreation day was based on guidelines developed by the Federal Government and departments within the California Resources Agency. Under the guidelines, two major factors are considered: (1) variety of recreation; and (2) aesthetic qualities of the site. Under category (1), the quality of the following activities are evaluated: bathing, picnicking, camping, fishing, boating (motor boating and non-motor boating), enjoyment and/or harvesting of wildlife, hiking, riding, bicycling, water skiing, and nature study. Under Category (2) the attributes of the site regarding the following items are evaluated: drawdown, geologic, water quality, vegetative cover, climate, and others (absence of odor, etc.).

Each item included under the two categories is rated for quality. The quality breakdown includes good, average, and poor, for which evaluation points are assigned. The quality rating and the attendant point count used to establish recreation values at the Broderick launching facility are shown on the following table.

DETERMINATION OF VISITOR DAY VALUE

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<u>Variety -- Category (1)</u>	<u>Quality</u>	<u>Points</u>
Swimming	Poor	7
Picknicking	Good	17
Camping	None	0
Fishing	Good	13
Boating	Good	9
Enjoyment and/or harvesting wildlife	Average	6
Hiking, riding, bicycling	None	0
Water Skiing	Good	4
Scientific-Historic Appreciation	None	0
<u>Aesthetics -- Category (2)</u>		
Drawdown	Good	50
Geologic	Average	7
Water Quality	Average	7
Vegetative Cover	Good	10
Climate	Good	10
Other (absence of odor, etc.)	Average	5
Base Value		<u>50</u>
Value of Recreation-Day		\$1.95

Total Benefits Attributable to Project

The present worth of benefits attributable to the proposed construction is estimated to equal \$775,200. This value is arrived at by aggregating the annual benefits to boaters attributable to the project and applying the present worth factor to each year's aggregate figures. The determination of total benefits accruing to the project is presented in Table 1.

Total Costs

In addition to the initial capital cost of \$240,000, the Broderick launching site will require annual operating funds. Yolo County will operate and maintain the facility at an estimated cost of \$2,500 per year.

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The total present worth of capital and operating costs is estimated to equal \$272,600. Details of the determination of the present worth of costs of the project are presented in Table 2.

Benefit-Cost Ratio

When total present worth of benefits of \$775,200 is divided by total present worth of costs of providing the launching and related facilities at Broderick of \$272,600, a favorable benefit-cost ratio of 2.8 to 1.0 is indicated. The construction of the Broderick facilities is economically justified.

Table 1
Determination of Benefits
Attributable to Broderick Launching Facility

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Fiscal Year	Total Launchings	Total User Days ^{1/}	Total Benefits ^{2/}	Present Worth	
				Factor @ 4½%	Benefits
1973-74	5,000	15,000	\$29,250	1.00	\$ 29,300
74-75	7,500	22,500	43,875	.96	42,100
75-76	10,000	30,000	58,500	.92	53,800
76-77				.88	51,500
77-78				.84	49,100
78-79				.80	46,800
79-80				.77	45,000
1980-81				.73	42,700
81-82				.70	41,000
82-83				.67	39,200
83-84				.64	37,400
84-85				.62	36,300
85-86				.59	34,500
86-87				.56	32,800
87-88				.54	31,600
88-89				.52	30,400
89-90				.49	28,700
1990-91				.47	27,500
91-92				.45	26,300
92-93				.43	25,200
93-94				.41	24,000
	10,000	30,000	\$58,500		

Total Present Worth of Benefits \$775,200

^{1/} Assuming average size party of three persons.

^{2/} Based on unit recreation value of \$1.95 per user day.

Table 2

Determination of Costs
Attributable to Broderick Launching Facility

Micro Fiched

Fiscal Year	Initial Cost	Operation & Maintenance	Present Worth	
			Factor @ 4½%	Cost
1973-74	\$240,000	\$2,500 ↓	1.00	\$240,000
74-75			.96	2,400
75-76			.92	2,300
76-77			.88	2,200
77-78			.84	2,100
78-79			.80	2,000
79-80			.77	1,900
1980-81			.73	1,800
81-82			.70	1,800
82-83			.67	1,700
83-84			.64	1,600
84-85			.62	1,600
85-86			.59	1,500
86-87			.56	1,400
87-88			.54	1,400
88-89			.52	1,300
89-90			.49	1,200
1990-91			.47	1,200
91-92			.45	1,100
92-93			.43	1,100
93-94		\$2,500	.41	1,000

Total Present Worth of Costs

\$272,600

FINANCIAL CONSIDERATIONS AND RECOMMENDATION

After construction, the County of Yolo will operate and maintain the launching facilities at Broderick at no cost to the State. The annual cost to the County is estimated at \$2,500. Yolo County has a total Parks and Recreation budget of \$50,000 per year and it is assumed that Yolo County can meet this obligation with no difficulty.

Based on the foregoing demonstrations of engineering feasibility, economic justification, and financial feasibility, the Department of Navigation and Ocean Development recommends that the Navigation and Ocean Development Commission consent to a launching facility grant of \$240,000 to the County of Yolo for the construction of the Broderick launching ramp. Micro Fiched

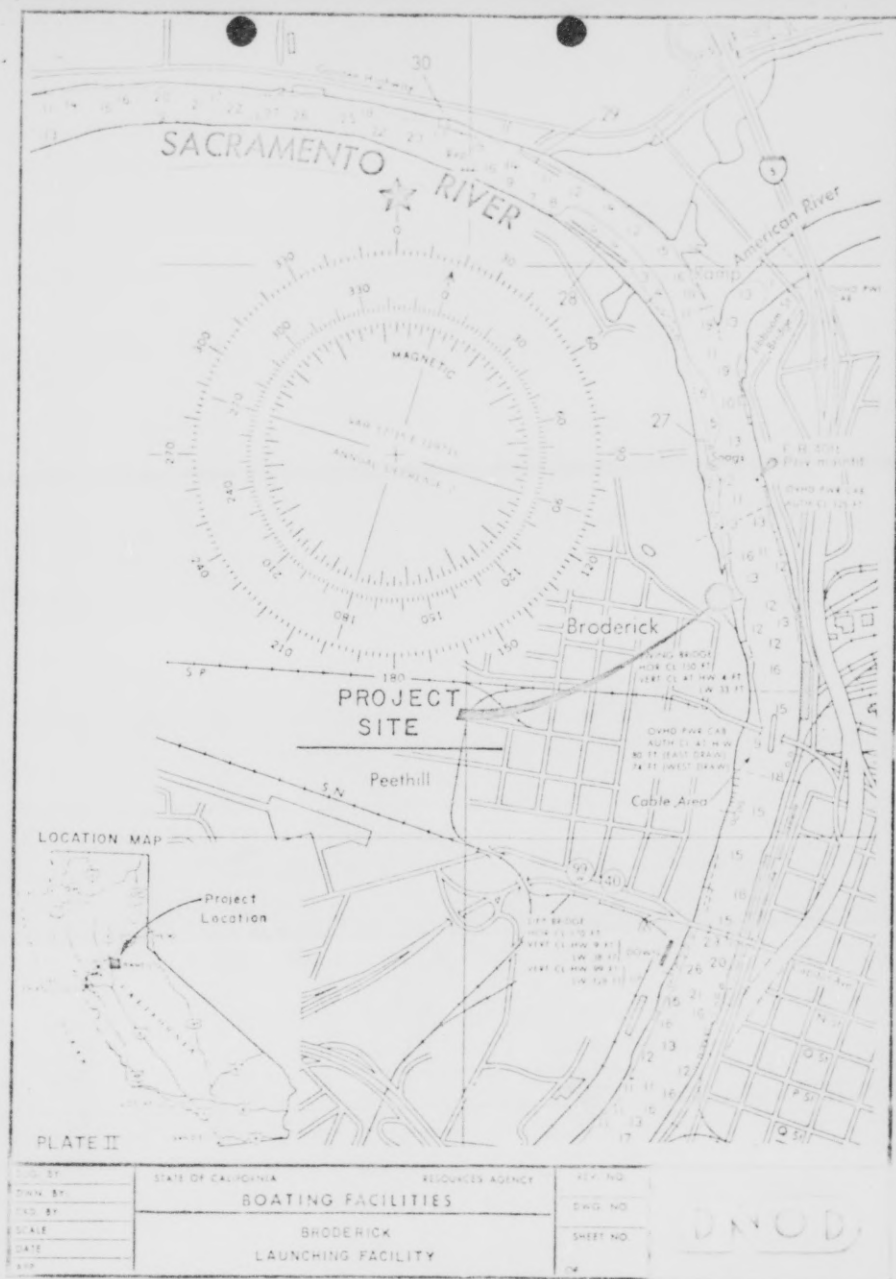
BRODERICK BOAT LAUNCHING FACILITY

PROJECT AREA DESCRIPTION

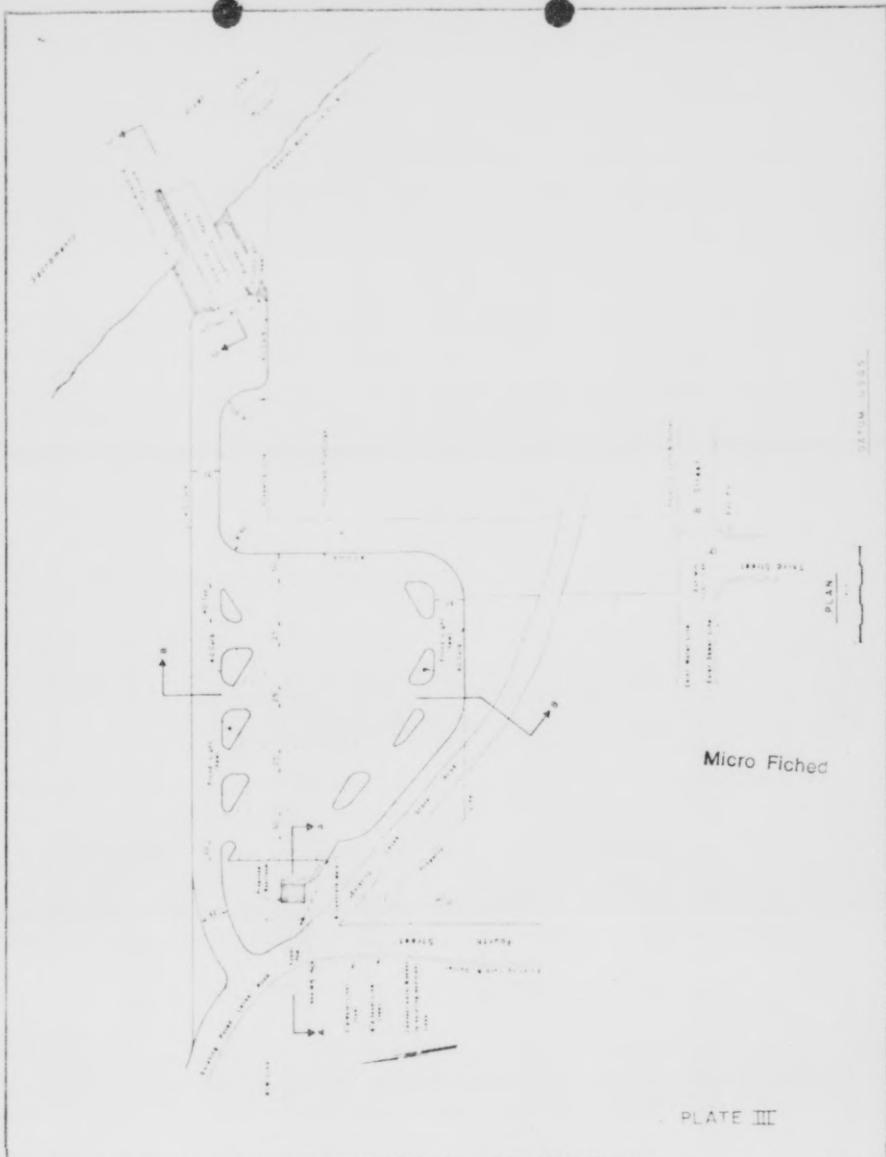
A portion of land recorded in Book 1 of Deeds, page 264, town of Washington plat, Yolo County, State of California, and more particularly described as follows:

Beginning at the intersection of the northerly R/W line of A Street and the ordinary high-water line of the Sacramento River; thence along a line normal to the ordinary high-water line to the point of intersection with the northerly extension of the easterly R/W line of Second Street; thence southerly along the northerly extension of the easterly R/W line of Second Street to the point of intersection with the southerly R/W line of A Street; thence westerly along the southerly R/W line of A Street to the point of intersection with the easterly R/W line of Third Street; thence southerly 200.09 feet along the easterly R/W line of Third Street; thence N 60° 01' 00" W 309.95'; thence N 34° 33' 41" W 112.47'; thence N 80° 01' 00" W to the point of intersection with the centerline of Fourth Street; thence northerly along the centerline of Fourth Street to the point of intersection with the southerly R/W line of A Street; thence westerly 150 feet along the southerly R/W line of A Street; thence N 09° 58' 41" E to the point of intersection with the northerly R/W line of A Street; thence easterly along the northerly R/W line of A Street to the point of beginning.

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DWG. BY:	STATE OF CALIFORNIA	RESOURCES AGENCY	REV. NO.
DWN. BY:	BOATING FACILITIES		DWG. NO.
CHKD. BY:			SHEET NO.
SCALE:	BRODERICK		OF
DATE:			
APP.	LAUNCHING FACILITY		

DNOD

RECEIVED

JAN 30 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

JAN 30 1974

LAURENCE P. HENIGAN, Clerk

By: *Barbara Rodger*

AGREEMENT NO. 74- 5

(Agreement to Provide Funds for the
Alcoholism Information Center)

THIS AGREEMENT made and entered into this 14th day of
January, 1974, by and between the COUNTY OF YOLO, a political sub-
division of the State of California, hereinafter called COUNTY,
and EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, a non-profit
corporation, hereinafter called CENTER,

W I T N E S S E T H:

RECITALS:

1. CENTER is a non-profit corporation formed to prevent alcoholism
in the County of Yolo. Micro Fiches
2. CENTER has presented COUNTY with a proposed budget for the
period of November 1, 1973 through June 30, 1974, a copy of
which is attached hereto and incorporated herein.

AGREEMENTS:

1. For said service, COUNTY shall pay to CENTER not to exceed the
sum of TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN and 60/100
(\$2,867.60) DOLLARS during the period of November 1, 1973
through June 30, 1974.
2. CENTER shall maintain full and complete records of services
rendered and financed, and shall make said records available
to audit by COUNTY upon reasonable notice. Said records shall
be maintained four years.
3. All funds received by CENTER from COUNTY shall be used for
and applied to the expenses and categories of expenses desig-
nated in Exhibit "A" attached hereto, and for no other purposes.
COUNTY shall pay upon receipt of billing for those services
which were rendered during November and December 1973.
4. This agreement shall terminate on June 30, 1974, unless sooner
terminated by a thirty-day written notice by either party.

- 1 5. No funds shall be paid over to CENTER by COUNTY in excess of
2 said TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN and 60/100
3 (\$2,867.60) DOLLARS.
4 6. CENTER is acting as an independent contractor, and not as an
5 agent or employee of COUNTY.
6 7. Any and all notices directed by COUNTY to CENTER shall be sent
7 by United States mail to P. O. Box 47, West Sacramento, Cali-
8 fornia 95691.
9 8. CENTER shall maintain public liability insurance in an amount
10 not less than ONE HUNDRED THOUSAND (\$100,000) DOLLARS single
11 limit coverage. Micro Fiched

12 IN WITNESS WHEREOF, the parties hereto have executed
13 this agreement as of the date hereinabove set forth.

14 THE COUNTY OF YOLO, a political subdi-
15 vision of the State of California

16 BY Wm E. Duncan
17 CHAIRMAN OF THE BOARD OF SUPERVISORS

18 ATTEST:

19 LAURENCE P. HENIGAN, CLERK

20 BY Barbara A. Rodgers
21 DEPUTY

22 (SEAL)
23

24 EAST YOLO INFORMATION CENTER FOR
25 ALCOHOLISM, a non-profit corporation

26 BY Brenda Lee Flange
27
28 BY Barbara A. Rodgers

EAST YOLO INFORMATION
CENTER FOR ALCOHOLISM

Below are estimated costs for services, supplies, and equipment for the East Yolo Information Center for 8 months. The total (\$2,803.42) will be budgeted in account 86-2585 Payment to Private Institutions. The amount paid to the East Yolo Information Center from Mental Health Services each month will be made upon statements rendered.

	8 Month Total	Micro Fiched
Rent (\$100 per month)	\$800.00	
Utilities (\$33.37 per month)	267.00	
Telephone (\$51.75 per month)	414.00	
Furniture (used or rental)	125.00	
Office Equipment (used or rental)	90.00	
Equipment maintenance & repair	20.00	
Office Supplies (\$8.33 per month)	66.66	
Insurance	75.00	
Advertising (\$81.66 per month)	653.28	
Janitorial (\$22.50 per month)	180.00	
Educational (Literature)	66.66	
Miscellaneous	110.00	
	\$2,867.60	

Exhibit "A"

The California Council on Criminal Justice, hereinafter designated "CCCJ", hereby makes a grant award of funds to County of Yolo hereinafter designated the "Subgrantee" under the provisions of Title 1, part C, Canibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended (PL 91-644), hereinafter designated "Safe Streets Act", in the amount and for the purpose and duration set forth in this grant award.

Project Title YOLO COUNTY METHADONE MAINTENANCE PROGRAM	Contract No. A- -73 Project No. 0572-3 Grant Period Oct. 1, 1973 - Sept. 30, 1974 Federal Amount 18,879 State Buy in 1,573 Local Hard Match 38,793 Other Match 59,610 Total Project Cost 118,855
Project Director (Name, Address, Telephone) Captane P. Thomson, M.D. Yolo County Mental Health Services 213 W. Beamer, P. O. Box 1217 Woodland, California 916/666-8163	
Financial Officer (Name, Address, Telephone) Yolo Co. Auditor-Controller Yolo County Courthouse Court Street Woodland, California 95695 916/666-9541	

This grant award consists of this title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and the Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof.

The Subgrantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and the applicable provisions of the Safe Streets Act.

By Mr. E. Duncan DATE 1-14-74
Official Authorized to Sign for Subgrantee
Name: Mr. E. Duncan
Title: Chairman, Board of Supervisors
Address: Yolo County Courthouse
Woodland, California 95695

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

By _____ DATE _____
Executive Director, CCCJ

SPECIAL DEPOSIT
FUND LEAD

GENERAL FUND

ITEM _____

Fiscal Year _____

Fiscal Officer _____

CCCJ 650
8/73

Project Summary:

We intend to continue to refine the delivery system of methadone in those areas of Yolo County where the greatest number of requests for treatment of heroin addicts are located. We also plan to evaluate the success of the first three years of the project in terms of rehabilitation and social adjustment of patients. Another feature of this project is the pharmacological research. We intend to carry further the pharmacological studies on the metabolism of methadone in blood, sweat and urine.

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Attachment A

20. BUDGET SUMMARY FOR GRANT PROJECT

1. Budget should be based on a grant year (12 month or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.
2. Including State Buy-In funds.

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3rd 11/

DETAILED PROJECT BUDGET
Methadone Maintenance Program

9-17-73

BUDGET CATEGORY	TOTAL	FEDERAL FUNDS	HARD MATCH		OTHER
			STATE BUY-IN	LOCAL HARD MATCH	
21. Personal Services					
A. Salaries					
Principal Investigator 10%	4,096				4,096
Co-Investigator, Director of Pharmacology 5%	1,436				1,436
Medical Director 2/5 time	14,901				14,901
Project Coordinator (nurse) FT	12,227			12,227	
Public Health Nurse FT	11,905	5,660	442	5,803	
Mental Health Aide - 1 1/2 time	9,104	4,269	879	3,956	
Assistant Director of Pharmacological Research 20%	3,500				3,500
Alcohol & Other Drug Abuse Program Coordinator 15%	2,550				2,550
Mental Health Counselor 25%	3,415				3,415
Account Clerk FT	6,723			6,723	
B. Benefits	7,326	1,853	252	5,221	
(Retirement ^s 3,247					
OASI 2,324					
Insurance 1,485					
Workman's Comp. 270					
(\$7,326)					
TOTAL	77,183	11,782	1,573	33,930	29,893

DETAILED PROJECT BUDGET (CONT'D)
 MAINTENANCE PROGRAM

9-17-73

BUDGET CATEGORY	TOTAL	FEDERAL FUNDS	HARD MATCH		OTHER
			STATE BUY-IN	LOCAL HARD MATCH	

22. Travel

100 miles per day for one year at 100 per mile in accordance with County travel policy.	3,600	920			2,680
TOTAL	3,600	920			2,680

23. Consultant Services

TOTAL					

24. Equipment

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TOTAL					

Micro Etched

21. Personnel Servicesa. Principle Investigator

The Principle Investigator is responsible for overall administration of the entire project. He is responsible for executing the study under the guidelines of the Department of Mental Hygiene and the Research Advisory Committee of the State of California. He is responsible for the M.D. and Class A narcotic's license. In cooperation with the Medical Director, he is responsible for selection and coordination of the staff.

b. Co-Investigator and Director of Pharmacological Research

The Director of Pharmacological Research is responsible for the pharmacological aspects of the project including quality control of medication, monitoring methadone intake and metabolism and analyzing urine samples to detect multiple drug intake and research. In addition, he is available for consultation in drug related matters to all professional staff of the project.

c. Medical Director

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The Medical Director is responsible for the daily operation of the entire program. He is responsible for the medical management, monitoring progress of patients, the selection, treatment, rehabilitation, and follow-up of all participants. He has primary responsibility for organizing and the directing of treatment and therapy for the individuals and groups. He works closely with the Director of Mental Health Services in administrative and policy matters.

d. Project Coordinator (Nurse)

Responsible to the Medical Director is the Project Coordinator who has responsibility for coordination of the entire methadone treatment program. The duties include handling the administrative matters of the program, preparing reports, taking incoming calls concerning methadone problems, participating in individual and group counseling and supervising the general organization of the methadone treatment program. The Project Coordinator has responsibility for supervising the Public Health Nurse and Mental Health Aides in the project, making referrals (medical, psychiatric, and vocational etc.) and providing information, support and guidance to participants and staff. Further, this person is familiar with the funding of the project and works in cooperation with the Alcohol and Other Drug Abuse Coordinator and the Administrative Accountant of Yolo County Mental Health Services in preparing budgetary items.

e. Public Health Nurse

Responsible to the Project Coordinator are the Public Health Nurses. The Public Health Nurses are responsible for staffing the dispensing clinics. They are responsible for administration of methadone and the collection of urines and blood samples for analysis. They will observe and evaluate the progress of

21. Personnel Services, continued

the participants in the program and provide individual counseling, information, support, and resources to the participants. They are instructive to all participants in the program in an orientation program over the first several weeks. They participate in group therapy as co-therapists according to the needs of the program. They evaluate medical problems and assume responsibility for calling these problems to the attention of the physician. They do follow-up interviews and actively participate in the therapeutic aspects of the program. In the event that the Project Coordinator is not a registered nurse, supervision of the Public Health Nurses will be through supervisory channels already established in the Public Health Nurse program.

f. Mental Health Aides

The Mental Health Aides assist the staff in all phases of the project. They have responsibility for delivering the methadone to the dispensing clinics from the pharmacy at the Yale General Hospital. They directly supervise the urine collection on the male patients in the program and transport specimens to the laboratory for analysis. They assist in recording and charting information and they are of general assistance where possible to secretarial, administrative, and medical needs of the staff.

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g. Assistant Director of Pharmacological Research

The Assistant Director shares responsibility for monitoring the pharmacology of methadone therapy with particular emphasis on the monitoring indicators of drug intake and metabolism. Whenever possible or needed, he tries to develop improved methods for the detection of drugs and their metabolites.

h. Lab Technicians

The Lab Technicians are responsible for analysis of specimens and reporting results on a weekly basis. They are directly supervised by the Assistant Director of Pharmacology. The research aspects of the Yale County program are carried out in cooperation with the Department of Pharmacology, University of California at Davis. Routine urine analysis, screening and special studies are done in the pharmacology laboratory at UC. Additionally, it is anticipated that we will do blood, urine, and sweat analyses with the use of immunoassay and laboratory facilities at UC. These studies will be submitted under separate protocol.

i. Alcohol and Other Drug Abuse Program Coordinator

The Coordinator of the Alcohol and Other Drug Abuse Program is responsible for integrating and coordinating the various community, county, state and federal resources available for medical, educational, or vocational counseling of the patients. The Medical Director and the Project Coordinator work closely with the Coordinator of the Alcohol and Other Drug Abuse Program so as to best utilize available professional skills and avoid duplication of services.

21. Personnel Services, continued

J. Mental Health Counselors

Therapeutic counseling in the program is done as an extension of the counseling done by the staff of the Yolo County Alcohol and Other Drug Abuse Community Counselor Services program. The counselors are involved in group therapy and individual counseling according to the needs of the participant. They have primary responsibility as the Alcohol and Other Drug Abuse Program Coordinator but work in close association with the Medical Director and the Project Coordinator.

K. Account Clerk (secretary)

The secretary is responsible for all secretarial work connected with the project such as recording information related to participants progress as well as maintaining financial and administrative records.

22. Travel

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We estimate that the staff mileage will average 100 miles per day. Included in this is the mental health nurse's and aide's travel to the dispensing site, pharmacy, and laboratory, as well as counselor visitation. There will also be some expense for travel to training seminars, etc. The mileage is based on a figure of 10 cents per mile for the first 300 miles each month and 8 cents per mile beyond the 300 miles.

23. Consultant Services

No consultant services budgeted.

24. Equipment

21. Personnel and Services (continued)

c. Contract for urine analysis

We have contracted with Blood Alcohol Procedures, 13020 Chandler Blvd., Santa Hollwood for analysis of urine samples. We estimate 50 samples per week, 2600 per year at \$4.00 per sample.

d. Alarm system

The \$640 is actual cost of renting alarm system together with installation fees as this is the first year that an alarm system has been required by federal law.

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e. Administrative Overhead

We are including an administrative overhead expense related to the Yolo County Auditor, administrators of the Health Department, bookkeeping services of the Health Department and any expenses Yolo County might incur in the administration of the project.

f. Utilities

Telephone and utilities

g. Maintenance

Maintenance of structures and equipment, etc.

29. Graphic Representation - Costs - By Month

PROJECT MONTH



30. Other Sources of Funding

DATE	AGENCY REQUESTED	FUNDS REQUESTED	STATUS OF REQUEST
	Medi Cal	\$ 43,890	
	SB 714 (State)	\$ 29,741	
	County Match of State SB 714 funds	\$ 3,305	
		\$	
		\$	
		\$	

#32 Problem Statement:

a. The extent of heroin addiction in Yolo County is difficult to accurately assess. Our best intelligent sources estimate the number to be between 300 and 400. Though the number of drug addiction problems is estimated to be increasing according to medical and law enforcement officials, we have not had increasing requests with a long waiting list for application to Methadone Maintenance treatment programs over the past several months. The number of drug related arrests had increased from 1967 through 1971. The 1972 arrest pattern appears to be essentially that of 1971. We have continued to get many referrals for advice and treatment for persons addicted to or in danger of becoming addicted to narcotics. Numbers of persons voluntarily seeking therapy through the County Mental Health Services have remained about the same as last year. Accurate evaluation of the magnitude of the addiction is also complicated by the fact that Frederick is geographically just across the river from Sacramento. Addicts and narcotics traffic are freely mobile across the river. For example, many of the people on our program who have been arrested were arrested in Sacramento. Micro Fiched

b. Over the past two years we have treated approximately 130 addicts in our combined Methadone Maintenance Program and Methadone Withdrawal project. We have treated addicts from a large geographical area extending outside Yolo County. We found that the problems in treating these addicts became more difficult as the distance increased. Over the past year we have tried to restrict admission to Yolo County residents.

Fifty-eight addicts have been treated in our Methadone Maintenance Program. Of these 58, we have lost 25 through transfer, jail or voluntary detoxification. We have lost three through involuntary detoxification because they failed to discontinue heroin abuse. We are currently treating 33 on our Methadone Maintenance Program. It is estimated that we will approach 50 by the end of the second project year.

In 1972, we had our Research Project on the Outpatient Detoxification of Heroin Addicts. This project was a pilot study of the use of a detoxification program. The results of this project were very encouraging. As a result we are exploring other avenues of study.

#33 Approaches Considered:

This project is in certified regional planning program.

#34 Project Objectives:

- a. To maintain a methadone treatment program for 50 addicts.
- b. To review the total population treated in the Methadone Maintenance Program via a statistical evaluation of the program using the areas of narcotic abuse, return to work or school, participation in vocational rehabilitation, number of arrests,

and follow-up where possible, of these patients who have voluntarily discontinued the program as indices of success.

c. To continue individual and crisis intervention counseling, orientation group counseling, and referral of special problems into Yolo County Mental Health Services.

d. To continue our pharmacological research on the metabolism of methadone and the development of refinements in testing procedures at the University of California Medical School, Department of Pharmacology.

#35 Methadone:

We are enclosing a copy of our protocol in the appendix which includes the total operational procedure of our Methadone Maintenance Program.

The pharmacological research will continue and results of our metabolic studies will be forwarded as completed.

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#36 Work Schedule:

All of the milestones are long term goals which will achieve completion at the end of the year.

#37 Management Records:

Please see descriptions and records noted in the protocol.

#38 Project Evaluation Design:

a. Monitoring will be accomplished by providing required monthly fiscal report to the Board of Directors.

b. The project will be evaluated by providing a comprehensive report and summary of the project. The annual report will be extracted from our clinical records by the program coordinator and medical director.

c. The indices being collected are the number of arrests, frequency of heroin use as monitored by urinalysis, work history, clinic attendance, program participation and social adjustment.

d. This information is collected on a daily basis by the dispensing nurse and charted in the clinical records.

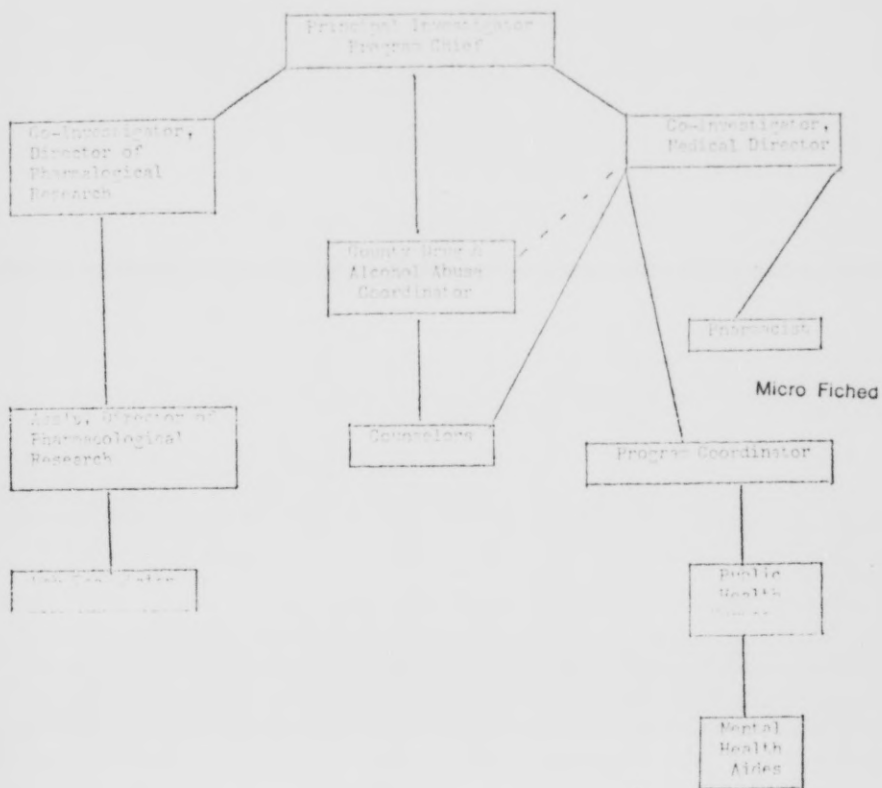
e. An example of the clinical record is enclosed in the protocol.

f. For review of our program, we have an Executive Committee which includes Dr. Keith Wilson, Dr. Gary Henderson, Dr. Carlene Thomson, Dr. P. Kent Wilson, Mr. Bill Miller, Mr. Jack Harrison, Mr. John Freedy, and Mrs. Vicki Spennert. This committee meets monthly for the purpose of planning and evaluating the clinical and pharmacological aspects of the program.

We also have a Community Review and Evaluation Committee that is described in our protocol. This committee meets every six months to review our progress. This committee does not have direct affiliation with either Yolo County Mental Health Services or with the Methadone Project.

A new committee reviewing our project was recently established as a Technical Advisory Committee to review drug abuse planning and fund dispersal for the total county.

ORGANIZATION CHART



HEALTH STAFF

Director of Public Health (Acting). Otis B. Cobb, M.D.
 Program Chief, Mental Health Services Captane P. Thompson, M.D.
 Medical Director. E. Kent Wilson, M.D.
 Mental Health Nursing Consultant (Program Coordinator). Roslyn Elias, R.N., M.S.N.
 Public Health Nurses. Vickie Spennagel, R.N., B.S.N.
 (1 full-time position - rotate clinic coverage) Julie Klein, R.N., B.S.N.
 Judy Alleman, R.N., B.S.N.
 Lynn Univ, R.N., B.S.
 Sheryl Parker, R.N., B.S.
 Carol Wolff, R.N., B.S.
 Mental Health Aides Bryan Hartnell, B.S.
 Bob Haun
 Alcohol & Other Drug Abuse Program Coordinator. Phil Walker, B.D.
 Counselors. Mi Elliott, M.S.
 Ron Estep, M.S.
 Pharmacist. Jack Morrison, B.S.
 Director of Pharmacology Research E. M. Hillan, Ph.D.
 Assistant Director of Pharmacology Research Gary Henderson, Ph.D.
 Lab Assistants. James M. McFarland, Jr., B.S.
 Nancy Boudro, A.A.

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MILESTONE CHART

Start Date: October 73--October 74

Sheet of

Project Title : Water Control and Drainage Project Project No. 0512

Cognizant Agency: Water Control and Drainage Project

MILESTONE	Program Month											
	First Quarter			Second Quarter			Third Quarter			Fourth Quarter		
	1	2	3	4	5	6	7	8	9	10	11	12
1. The water control and drainage project for the entire area.			↑			↑			↑			↑
2. The water control and drainage project for the entire area.			↑			↑			↑			↑
3. The water control and drainage project for the entire area.			↑			↑			↑			↑
4. The water control and drainage project for the entire area.			↑			↑			↑			↑
5. The water control and drainage project for the entire area.			↑			↑			↑			↑
6. The water control and drainage project for the entire area.			↑			↑			↑			↑
7. The water control and drainage project for the entire area.			↑			↑			↑			↑
8. The water control and drainage project for the entire area.			↑			↑			↑			↑
9. The water control and drainage project for the entire area.			↑			↑			↑			↑
10. The water control and drainage project for the entire area.			↑			↑			↑			↑
11. The water control and drainage project for the entire area.			↑			↑			↑			↑
12. The water control and drainage project for the entire area.			↑			↑			↑			↑

Legend:

↑ Planned ↓ Slippage
 ↑ Completed ↓ Actual

Remarks:

Micro Fiche

REC'D AUG 17 1973

YOLO COUNTY

METHADONE TREATMENT AND RESEARCH PROJECT

PROCEDURE MANUAL

May 1973

Micro Fiched

Prepared by:

B. Kent Wilson, M.D.
Medical Director

Roslyn R. Elms, R.N., M.S.N.
Mental Health Nursing Consultant

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GENERAL INFORMATION ABOUT METHADONE

Methadone is a synthetic narcotic agent developed by the Germans during part of World War II. It is similar molecularly to morphine and heroin and has similar addictive properties. Methadone has approximately the same analgesic strength as morphine. Heroin is approximately three times more potent than morphine. In the body, heroin is rapidly metabolized into morphine and the subsequent physiological action is the same when dosage difference is considered. Methadone, however, is 10 to 20% as potent as morphine.

When injected, morphine usually reaches peak effect in about 1 hour and has a therapeutic duration of 4 to 6 hours. Heroin is usually injected intravenously to the addict and will have an immediate effect and duration of effect of approximately 8 hours. Methadone, when injected intravenously, is indistinguishable from morphine or heroin in immediate effect. When injected subcutaneously, peak effect is reached in about 3 hours and duration is 8 to 12 hours. When morphine is taken by mouth, it lasts 12 to 24 hours. When methadone is taken by mouth, it lasts 48 hours.

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Methadone is used in treatment of narcotics addiction because (1) it has a relatively long duration when taken by mouth, and (2) it alleviates to some degree the narcotic hunger suffered by those attempting to come off other narcotic agents. When the dose of methadone is raised to approximately 50 mgs. or more per day, it will block the euphorogenic effects of intravenously administered heroin or other narcotic agent taken in the usual dose range. As a result, the addict does not get a significant rush or euphoria "when shooting up" and, he is not rewarded for taking his narcotics. It is hoped, therefore, he will discontinue use of narcotics. Doses of methadone are gradually increased to blocking level and may be very high, occasionally reaching 130 mgs. daily. For non-tolerant individuals, narcotics are

highly toxic and may be fatal in a dosage range of 100 to 200 mg. Lethal dose in children is considerably less.

Methadone is a CNS depressant like opiates, alcohol, barbiturates and other sedatives. It can cause respiratory depression, hypotension, profound sedation, coma, and death in those not tolerant to its effect. It can cause a variety of side effects including nausea, vomiting, sweating, constipation, lightheadedness, headache, weakness, insomnia, agitation, disorientation, dry mouth, anorexia, palpitation, syncope, urinary retention, impotency, allergic reactions such as pruritis and edema. Clearly, it is not an innocuous drug to be dispensed without adequate control and caution.

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Methadone poisoning may be a true medical emergency and should be considered in all cases of unexplained coma and not just in those with history or physical evidence of narcotic addiction. Narcan (naloxone hydrochloride) is an effective narcotic antagonist and the antidote of choice in treatment of methadone overdose. This agent can be given safely in cases of coma suspected of being narcotic overdose. It is important to remember, however, that Methadone has a much longer action than does Narcan. Methadone can be active 24-48 hours and the duration of the effect of Narcan is about 2 to 3 hours. Therefore, it is imperative that the patient be kept under constant observation and that the antagonist be repeated at frequent intervals until the patient's vital signs are stabilized for several hours. Anyone suspected of methadone overdose should be observed carefully in hospital or clinic setting for at least 24 hours. Narcan may be given IV in a dose of 0.01 mg. per kg. This can be repeated in 5 minutes and again in 10 minutes if respiration has not improved sufficiently with the first dose. This agent is preferred over other narcotic antagonist agents since it does not produce respiratory depression in those patients where coma is not due to narcotic agents.

Clearly, prevention of methadone poisoning is crucial to continuation of methadone treatment programs. The staff should be constantly reminding the addicts of the serious dangers of this drug to the non-tolerant individual.

1. TREATMENT AND REHABILITATION: PLANS AND EVALUATION

1.1 The principal aim of the Yolo County Methadone Treatment Project is to establish a well controlled methadone dispensing service coupled with a counseling and rehabilitative program for the following purposes:

- a. To provide an alternate life style to addicts who desire to discontinue the use of narcotic agents. (Daily methadone will be administered until the social adjustment of the client is satisfactory after which he may be brought to a drug-free state.)
- b. To assist the addict in establishing a more suitable social adjustment in terms of his family, his work, and his community involvement.
- c. To provide individual and group counseling as needed to promote individual growth and satisfactory social adjustment.
- d. To provide guidance and referral to special services such as Welfare and Vocational Rehabilitation to promote rehabilitation goals.

1.2 Research aims of the project may be conveniently divided into social and pharmacological goals.

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Social

The establishment of objective criteria for social research are difficult. We hope to establish some concepts relative to the values of individual and group counseling, vocational rehabilitation, welfare programs, work and family stability.

Pharmacological

The pharmacological research goals include efforts: 1) to improve and standardize laboratory procedures used in monitoring urine 2) to find alternatives to urine screening 3) to study the metabolism and excretion patterns of methadone in the blood, urine and sweat. These studies are carried out as a joint project with the Department of Pharmacology, School of Medicine, University of California at Davis.

1.3 Future Plans

The current plan is to increase the number of people under treatment from 30 at the end of the first year of the project in October 1972, to 50 by the end of the second year, 1973. Additional expansion will depend on staffing and available facilities.

We also hope to establish an outpatient detoxification program as an alternative to long-term methadone maintenance. During the first year of operation our program included an experimental detoxification component. We are in the process of evaluating this study. After completing this evaluation, we will submit plans for what we consider a desirable outpatient detoxification program. Our specific pharmacological research projects will be submitted under separate protocol. Micro Fiched

The total treatment and research program will be a function of the Yolo County Mental Health Services in conjunction with the Department of Pharmacology, School of Medicine, University of California at Davis. All of the resources of our Community Mental Health Program, vocational rehabilitation services, and other community resources will be utilized in the same manner as we might utilize services for any other person coming into Yolo County Mental Health Services for treatment.

1.4 Annual Report and Program Evaluation

Each person on the Methadone Treatment Program will be evaluated on an annual basis. Evaluation will be concerned with the following parameters:

1. Social adjustment:

- a. Work
- b. Vocational rehabilitation
- c. Homemaking
- d. Marriage relationship
- e. Number of times residence has changed over the past year
- f. Other community involvement
- g. Number of arrests.

2. Urinalysis (Frequency of drug abuse)
3. Degree of financial responsibility assumed by the patient
4. The patient's expressed value of the Methadone Program in his life
5. The staff's observations of individual improvement and participation in the Methadone Treatment Program
6. FDA requested information (death, pregnancy, etc.)

An annual report of the program evaluation will be submitted to involved agencies which now include: Department of Mental Hygiene, Food and Drug Administration, California Council on Criminal Justice, and Research Advisory Panel.

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2. POPULATION AREA 3 AND COMMUNITY SUPPORT

Yolo County lies in the middle of the Central California Valley just west of Sacramento and has a population of nearly 100,000 within a 1,000 square mile area. It is estimated that there are approximately 350 people in the population seriously addicted to narcotics. Of that number, probably 150 are expected to be eligible for Methadone Maintenance Programs.

The county can be divided into three distinct areas, each with its own population center. Woodland, 19,000, the County Seat, is the marketing and distribution center for 400 farms in the area. Davis, 23,000, is a rapidly growing University of California campus town with a growing number of street people. East Yolo, 35,000, is an unincorporated urban area across the river from Sacramento containing a highly mobile, socially disadvantaged population.

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The number of addicts in Yolo County is probably increasing, according to medical and law enforcement officials. One indicator is the number of arrests related to opiates and hard drugs (marijuana not included), which has increased from 11 in 1967 to 65 in 1969. In the first 6 months in 1970 there were 62 arrests. The severity of the problem is reflected in the increasing number of referrals from court for advice regarding the best treatment for persons addicted to or in danger of becoming addicted to narcotics. The increasing number of persons voluntarily seeking therapy through the county Mental Health Services is another indicator.

Prior to the start of the Methadone Research Treatment Project, the Methadone staff met and discussed objectives and operations of the program with law enforcement officials, community agencies and individuals. The following is a list of persons familiar with the program and willing to cooperate with our program:

1. Drug Abuse Program, Methadone Maintenance, Sacramento County Mental Health Services, 4430 V Street, Sacramento, California. Dr. James Barter, Director. Telephone No. 434-5910.

2. Department of Corrections, Parole and Community Services Division, 317 13th Street, Sacramento, California. John Peterson, Supervisor. Doug Huang, Parole Agent for Yolo County. Telephone No. 445-4767.
3. Davis Police Department, 225 F Street, Davis, California, Chief Bill Bartholomew.
4. Yolo County Sheriff's Office, 314 North Street, Woodland, California, James Cameron, Sheriff. Sgt. Dinadale, Identification Officer. Captain Ray Eskridge, Broderick Office. Telephone No. 441-2561.
5. Woodland Police Department, 1st and Court Street, Woodland, California, Captain Kendall.
6. Biogen House, 418 Second Street, Davis, California. Ron Clement, Director.
7. Yolo County Probation Department, 218 W. Beamer Street, Woodland, California, LeRoy Ford, Chief. Micro Fiched
8. District Attorney, County of Yolo, Woodland, California, Robert Jameson, District Attorney.
9. Research Advisory Panel, 6000 State Building, San Francisco, California. Edward O'Brien, Executive Director.
10. California Council on Criminal Justice, 1927 13th Street, Sacramento, California.
11. California Bureau of Narcotics Enforcement Division, 1520 11th Street, Sacramento, California. Mel Cozzallo.

The Project Staff has requested to be notified if any participant in the project is taken into custody by law enforcement officials. It has been made clear that we do not assume or excuse the criminal behavior of project participants, but do take responsibility for arranging some procedure for terminating their methadone treatment. Individual cases require individual solutions and a cooperative effort with the police and other social agencies is necessary. (See Attachment A in master copy for letters of community support.)

3. PATIENT IDENTIFICATION

Each participant is advised to bring in four snapshots for identification.

- a. One photograph will be used to make an ID card which the participant must carry with him and present each time he attends the clinic for his methadone. He will sign the front of the card and it will be sealed in plastic and stamped with the Yolo County seal.
- b. The second photo is kept on file at the dispensing clinic in Broderick.
- c. A third photo is attached to the face sheet in the patient's chart.
- d. The fourth photo is used to guard against persons attempting to utilize the Sacramento Methadone Maintenance Program and the Yolo County Methadone Maintenance Project simultaneously. The two programs have agreed to supply each other with names and pictures of each participant in their respective programs.

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The identification card includes a picture of the participant, his name, record number and his signature. It also states the program's name and address and a 24-hour phone number, and an expiration date.

All information records and any data which may be obtained and/or compiled shall be kept strictly confidential. Release of any information must be preceded by signed consent of the patient and in compliance with provisions of Section 5330 of the Welfare and Institutional Code.

4. FISCAL AND ORGANIZATION OF RESPONSIBILITY

Fiscal responsibility for the Yolo County Methadone Maintenance Program is mutually shared by California Council on Criminal Justice and Yolo County on a 75% and 25% basis for the first three years. The funding grant was authorized October 1, 1971.

The program is organizationally part of Mental Health Services under the direction of the County Program Chief and the Director of Public Health. It is supported by Short Doyle funds and must adhere to regulations of the State Department of Mental Hygiene.

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5. BUDGET SUMMARY

The following budget summaries show expenditures for the first and second years of the Methadone Project. Revisions made by the granting agency are inserted.

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BUDGET SUMMARY FOR GRANT PROJECT

1ST YEAR (1971-1972)

BUDGET CATEGORY	TOTAL FIRST YEAR*			TOTAL SECOND YEAR*			TOTAL THIRD YEAR*		
	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS
PERSONAL SERVICES	\$90,799	\$52,193 (-2,662)	\$38,606	\$94,266	\$54,855	\$41,411	\$99,154	\$50,855	\$48,299
TRAVEL	3,622	3,622 (+ 162)		3,460	3,460		3,460	3,460	3,460
CONSULTANT SERVICES									
SUPPLIES & OPERATING EXPENSES	\$36,852	9,700 (2,500)	27,152	34,352	7,200	27,152	34,352	7,200	27,152
EQUIPMENT	\$10,283	10,000	283			283			283
TOTAL PROJECT COST	\$41,566			\$134,078			\$136,966		
GRANT FUNDS REQUESTED		\$65,515			\$65,515			\$61,515	
GRANTOR CONTRIBUTION			\$68,091			\$68,816			\$79,194

*Budget should be based on a grant year. (12 month or shorter period of the project is less than 12 months) rather than calendar year or fiscal year.

BUDGET SUMMARY FOR GRANT PROJECT

2ND YEAR - (1972 - 1973)

If it is anticipated that funds will be requested for second and/or third year activities, fill in those spaces.
 If this application is for second year funding, then fill in the "Total First Year" with the approved amounts for that period, and the anticipated amounts for third year funding.

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BUDGET CATEGORY	TOTAL FIRST YEAR*			TOTAL SECOND YEAR*			TOTAL THIRD YEAR*		
	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS
PERSONAL SERVICES	\$90,799.	\$52,193.	\$38,606.	\$102,297.	26,598.	75,699.	\$99,154.	\$60,855.	\$38,299.
TRAVEL	\$ 3,622.	\$ 3,622.		3,622.	3,622.		3,460.	3,460.	
CONSULTANT SERVICES									
SUPPLIES & OPERATING EXPENSES	\$36,852.	\$ 9,700.	\$27,152.	28,273.	7,538.	20,735.	34,352.	7,200.	27,152.
EQUIPMENT	\$10,283.	\$10,000.	\$ 283.						283.
TOTAL PROJECT COST	\$141,554.			\$134,192.			\$134,064.		
GRANT FUNDS REQUESTED		\$74,893.			\$ 37,750.			\$1,616.	
GRANTEE CONTRIBUTION			\$6,011.			\$ 94,431.			\$70,192.

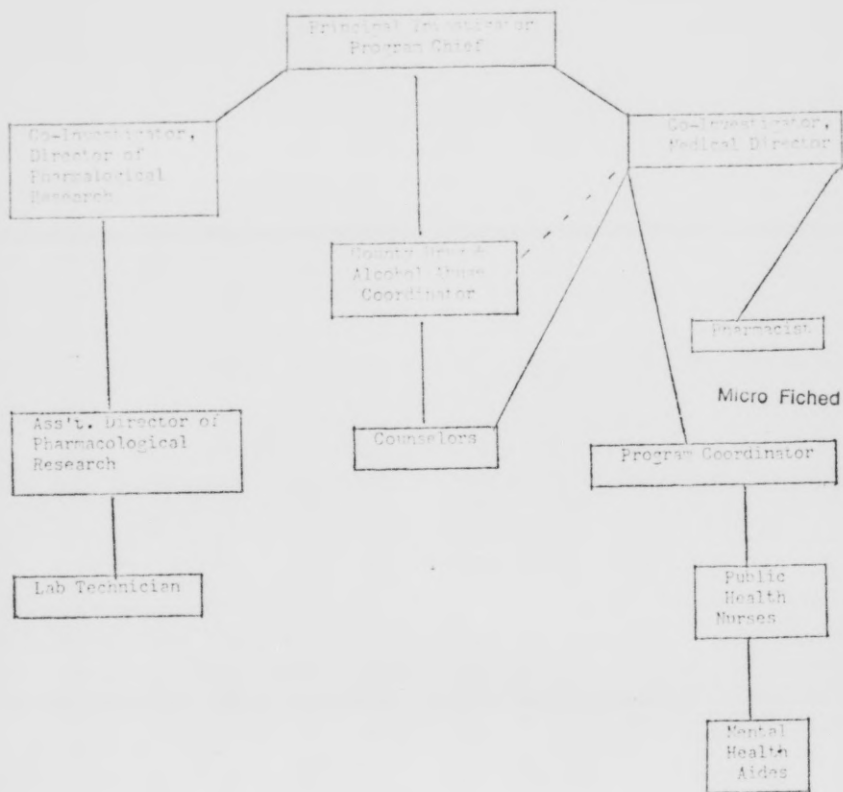
*Budget should be based on a grant year (12 month or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

YOUNG COUNTY MENTAL HEALTH AND ADDICTION PROJECT

PERSONNEL

Director of Public Health (Acting) Otis B. Cobb, M.D.
 Program Chief, Mental Health Services Captiana P. Thompson, M.D.
 Medical Director E. Kent Wilson, M.D.
 Mental Health Nursing Consultant (Program Coordinator) Evelyn Sims, B.N., M.S.N.
 Public Health Nurse Vickie Spangol, B.N., B.S.N.
 (1 full-time position - rotate clinic coverage) Julie Klein, B.N., B.S.N.
 Judy Allenen, B.N., B.S.N.
 Lynn Urko, B.N., B.S.N.
 Sheryl Parker, B.N., B.S.N.
 Carol Wolff, B.N., B.S.N.
 Mental Health Aides Bryan Hartnell, B.S.
 Bob Haun
 Alcohol & Other Drug Abuse Program Coordinator Phil Walker, B.D.
 Counselors Hi Elliott, M.S.
 Ron Estep, M.S.
 Pharmacist Jack Morrison, B.S.
 Director of Pharmacology Research Keith Killian, Ph.D.
 Assistant Director of Pharmacology Research Gary Henderson, Ph.D.
 Lab Assistants James M. McFarland, Jr., B.S.
 Nancy Douiro, A.A.

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4. STAFF

The Director of the Yolo County Public Health Department has administrative responsibility for operation of Yolo County Mental Health Services. The Program Chief of Yolo County Mental Health Services has administrative responsibility and assumes some clinical responsibility for supervision and coordination of the Methadone Treatment Program. He is responsible with the Medical Director of the Methadone Program for executing the study under the guidelines of the Department of Mental Hygiene and the Research Advisory Committee of the State of California. He will be responsible to the Department of Mental Hygiene when they assume this responsibility. He is responsible for the IID and Class A narcotics license. In cooperation with the Medical Director, he is responsible for selection and coordination of the staff.

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6.1 The Medical Director is responsible for the daily operation of the entire program. He is responsible for the medical management, monitoring progress of patients, the selection, treatment, rehabilitation, and follow-up of all participants. He has primary responsibility for organizing and directing treatment and therapy for individuals and groups. He works closely with the Director of Mental Health Services in administrative and policy matters. He must be a licensed physician, preferably with additional psychiatric training and counseling experience.

6.2 Responsible to the Medical Director is the Program Coordinator who has responsibility for coordination of the entire methadone treatment program. The duties include handling administrative matters of the program, preparing reports, taking incoming calls concerning methadone problems, participating in individual and group counseling and supervising the general organization of the Methadone Treatment Program. The Program Coordinator has responsibility for supervising the Public Health Nurses and Mental Health Aides in the

Project. Making referrals (medical, psychiatric and vocational, etc.) and providing information, support, and guidance to participants and staff. Further, this person is familiar with the funding of the Project and works in cooperation with the Administrative Accountant of Yolo County Mental Health Services in preparing budgetary items.

This position may be filled either by a non-medical person holding at least a B.S. degree, has had additional training in mental health counseling and demonstrates administrative skills, or by a registered nurse who has a B.S., demonstrates administrative skills, and who preferably has had additional training in mental health counseling.

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6.3 Responsible to the Program Coordinator are the Public Health Nurses. The Public Health Nurses are responsible for staffing the dispensing clinic. They are responsible for administration of methadone and the collection of urines and blood samples for analysis. They will observe and evaluate the progress of participants in the Program and provide individual counseling, information, support, and guidance to participants. They are instructive to all participants in the Program in an orientation program over the first several weeks. They participate in group therapy as co-therapists according to the needs of the Program. They evaluate medical problems and assume responsibility for calling these problems to the attention of the physician. They do follow-up interviews and actively participate in the therapeutic process of the program. In the event that the Program Coordinator is not a registered nurse, supervision of the Public Health Nurses will be through supervisory channels already established in the Public Health Nursing Program.

6.4 Assisting the staff in all phases of the project will be the Mental Health Aides. They have responsibility for delivering the methadone to the dispensing clinic from the pharmacy at Yolo General Hospital. They directly

supervise the urine collection on male patients in the Program and transport specimens to the laboratory for analysis. They assist in recording and charting information and they are of general assistance where possible to secretarial, administrative and medical needs of the staff.

6.5 Therapeutic counseling in the Program is done as an extension of counseling from staff of Yolo County Mental Health Services. The Counselors are involved in group therapy and individual counseling according to the needs of the participant. They have primary responsibility to the Drug Abuse Coordinator but work in close association with the Medical Director and Program Coordinator.

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6.6 The pharmacist is responsible to the Medical Director. He is responsible for ordering methadone from the pharmaceutical company and for preparing the individual doses prescribed by the Medical Director. The coding, labeling, and sealing of each dose is done in the pharmacy by the pharmacist. He insures security of the storage of bulk methadone and maintains the necessary records of accountability.

6.7 The Medical Director and Program Coordinator work closely with the Yolo County Alcohol and Other Drug Abuse Program Coordinator so as to best utilize available professional skills and avoid duplication of services.

6.8 The Director of Pharmacological Research is responsible for the pharmacological aspects of the project including quality control of medication, monitoring methadone intake and metabolism and analyzing urine samples to detect multiple drug intake and research. In addition, he is available for consultation in drug related matters to all professional staff of the project.

6.9 Assistant Director of Pharmacological Research shares responsibility for monitoring the pharmacology of methadone therapy with particular emphasis on monitoring indicators of drug intake and metabolism. Whenever possible or needed

he tries to develop improved methods for the detection of drugs and their metabolites.

5.10 The lab technicians are responsible for analysis of specimens and reporting results on a weekly basis. They are directly supervised by the Assistant Director of Pharmacology. The research aspects of the Yolo County Program are carried out in cooperation with the Department of Pharmacology, University of California at Davis. Routine urinalysis, screening and special studies are done in the pharmacology laboratory at UC Davis. Additionally, it is anticipated that we will do blood, urine and sweat studies utilizing the pharmacological skills and laboratory facilities of UC Davis. These studies will be submitted under separate protocol.

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6.11 Staff Qualifications

The Program Chief and the Medical Director are licensed M.D.'s, both with BMDD authorization. The Program Coordinator may be either a registered nurse or a counselor. All Public Health Nurses are registered nurses. Resume of professional education and experience of the clinical staff is enclosed in Appendix B of Master Copy.

6.12 Replacements

In the event of emergency, vacation, sickness, death, or retirement Dr. Thomson may act as replacement for Dr. Wilson. Vicki Spannagel may act as replacement for Roslyn Elms. The Public Health Nurses will make replacements from their own staff. Mental Health Aides will serve as replacements to each other. All job vacancies may be filled again through Yolo County Employment Services.

6.13 Case Load

The patient load per therapist must be a flexible and a variable number in our program. The nurses in dispensing clinic will have general responsibility for all patients in the Program and will carry a caseload of

approximately 15 participants. The psychology students will share responsibility for crisis intervention and ongoing therapy. The Medical Director will have supervisory responsibility for all patients in the program.

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7. CRITERIA FOR ADMISSION

All patients admitted for Methadone Maintenance must meet the following criteria:

- a. Documented criminal or medical history of physical dependence on one or more narcotic drugs over a period of at least two years.
- b. Evidence of current physical dependence on narcotic drugs.
- c. Confirmed history of two or more failures of withdrawal treatment.
- d. Not less than 18 years of age.
- e. Residency in Yolo County.

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The project staff recognizes the need for very careful evaluation of people placed on Maintenance Programs. The dangers of placing the pseudo-addict in the treatment program which may foster his addiction are recognized. The best clinical judgment will be used to screen out the pseudo-addict from participating in any phase of the program. Participants meeting admission criteria and completing the intake procedure will be accepted into the program on a first-come, first-serve basis. Final decision for admission will be made by the Medical Director and at least one other staff member after notification from the Department of Mental Health that patient is not currently registered in another methadone program. If the patient is not registered within 7 days after such notification the program shall obtain another registration check from the department.

Pregnant women will be accepted in the program if they meet the above criteria and are medically able to participate in the program. They must be under prenatal medical supervision. The attending physician will be contacted.

Referrals will be accepted from police, probation and parole officers, courts, physicians, social workers, families, friends and self. Participation in the program will be elected voluntarily and not imposed as a specific requirement of a court order.

Criteria for selection to any proposal demonstration program are outlined in state and federal guidelines and will be submitted under separate cover when appropriate.

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8. HOW AND WHEN ARE THESE INSTRUCTIONS

All participants are voluntarily admitted to the Methadone Program. The treatment and research objectives are discussed with participants before, during and after the intake procedure. Participants are given written information and instructions concerning methadone treatment and are provided with written regulations for the program.

8.1 Public Information Sheet

8.2 Participant Instruction Sheet

8.3 Project Consent Form

8.4 NMT Consent to Methadone Treatment (Form ID 263.)

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8.5 Reaffirmation of Consent: After a participant has been on the program 30 days, or is readmitted for treatment for maintenance treatment after an absence, he will be reissued the rules and instructions and be required to resign the project consent form.

8.6 Effect of Patient's Absence

Any participant who misses clinic for two weeks or more without notifying the program shall be terminated from the program and a discharge note be entered in his record. A participant who continually, but periodically fails to attend clinic will be reviewed by the staff and appropriate action taken.

YOLO COUNTY METHADONE MAINTENANCE PROJECT

PUBLIC INFORMATION SHEET

The Yolo County Methadone Maintenance Project is a cooperative research project of Yolo County Mental Health Services and the Department of Pharmacology, University of California Medical School at Davis. It is funded by the California Council on Criminal Justice and Yolo County.

The principle aim of the project is to establish a low cost well controlled methadone maintenance program for an addict population distributed over a relatively large geographical area. Patients in the methadone maintenance program receive treatment at the Broderick Mental Health Center.

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Methadone, a synthetic narcotic, has been used successfully since the 1950's in helping addicts withdraw from heroin. In 1964, two physicians at Rockefeller University in New York City found that methadone not only prevented the discomfort of "cold turkey" withdrawal, but also blocked the euphoric effect of heroin and eliminated the craving for heroin. These findings were a major breakthrough in the treatment of heroin addiction, because they meant that an addict maintained on methadone would be denied the effect from an injection of heroin within twenty-four hours of methadone ingestion, after proper dose adjustment. At the same time, the addict would not feel the overwhelming need for "fix." During the past seven years, over 290 methadone maintenance clinics have been established across the United States. The statistics now clearly show that two-thirds of the addicts treated on methadone maintenance remain in the program, out of jail and trouble, and for the most part, become productive members of society. Methadone is an addictive drug, and must be dispensed with adequate control and caution.

In Yolo County, patients on methadone maintenance program are expected to attend clinic every day for their medication during the first two months of treatment. After this time, those patients who demonstrate responsibility are allowed to take home their weekend doses. All participants will have an identification card and number which they are requested to carry with them at all times.

Each participant in the program will be carefully supervised. Urine samples are routinely monitored for the presence of narcotics and other drugs. Patients are interviewed periodically regarding their drug problems, medical problems, legal status, housing conditions, and work or school status during the first three months of participation. Psychological, social and vocational counseling are available to all participants in the program.

Referrals to the methadone maintenance program are accepted from the police, probation and parole officers, from the courts, from private physicians, and from other social agencies' workers.

Those entering the project are expected to pay for the services received, according to routine Mental Health payment requirements.

Broderick Health Center
Telephone: 372-3290

YOLO COUNTY
METHUENE MAINTENANCE PROGRAM

YOLO COUNTY MENTAL HEALTH CLINIC

You have been accepted into the Yolo County Methuene Treatment and Research Project. Be sure that you understand all of the information presented here. Feel free to discuss any questions with the staff.

Success in the Methuene Program depends on you. Making it successful depends on your efforts to go through the following kinds of changes:

1. Discontinue the use of all drugs except methadone.

If methadone is prescribed for you by a physician, please inform the project director or nursing staff.

If you need to contact the clinic by telephone, you may call weekdays between 9:00 A.M. and 4:00 P.M.

Broderick Mental Health 372-3333
Woodward Mental Health 666-4543

After regular hours and on weekends and holidays,

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the PROJECT number is 666-6011

2. Get out of the drug scene.

You may need to move away from present associates if they are "using."

Get rid of your paraphernalia (outfit) and your supply of drugs.

3. Start now to make long range plans to use your time constructively. This should include plans for work, vocational training, or schooling as well as positive plans for recreational activities out of the drug scene.

Guidelines for Success:

Review of your progress on the methadone maintenance program is conducted by the project staff at regular intervals. Your success is measured by:

1. "staying clean" (urine results)
2. social adjustment (work, school, vocational training or rehabilitation, family adjustment, community involvement)
3. participation in the methadone program on a day-to-day basis (clinic attendance)
4. accepting and handling your share of the financial responsibilities of the program (These responsibilities will be clarified to you.)

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1. You will be receiving orders of methadone every day.
2. You must come to the Microfiched clinic every day between 7:15 A.M. and 7:30 A.M. (not 7:15 or 7:30 A.M. -- your methadone may not be there, and you will then have to wait until the following day.) On weekends, clinic hours are 8:15 A.M. to 9:30 A.M. Persons who are working and unable to attend morning clinic may attend afternoon clinic by special arrangement with the staff.
3. Always be prepared to give a urine specimen. When you give a specimen, you will be accompanied by a staff person. Failure to give a specimen on request will count as a "dirty" urine.
4. You are expected to attend four orientation meetings when you begin treatment. These meetings are designed to help you understand the objectives of the program and the function of methadone. You will be able to ask any questions you may have and to discuss any problems you may be experiencing.

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Individual, group and vocational counseling are available to you as part of the treatment program. You can discuss your interests to become involved in these services with the clinic nurse at any time.

Take Home Doses

The following is a schedule of rules for take home doses of methadone. ALL TAKE HOME DOSES MUST BE TAKEN OUT IN YOUR OWN BOX WHICH MUST HAVE A LOCK, BE LABELED, AND MUST BE APPROVED BY A STAFF MEMBER. Persons granted take home privileges must meet the conditions of each step as specified. Progress to later frequent clinic attendance will depend on your ability to meet the requirements.

- Step One. You may be granted one take home dose of methadone (Sunday) if you have been in the program for eight weeks and have clean urine reports for four consecutive weeks.
- Step Two. You may be granted two take home doses of methadone (Saturday and Sunday) if: a) you have been in the program three months, are working or going to school or are in some training program, and have had clean urine reports for six consecutive weeks; or you have been in the program six months, have no employment, but have had clean urine reports for 12 consecutive weeks; b) persons granted two take home doses must be fulfilling their financial responsibility to the program.

ALL PERSONS WHO ARE NOT ATTENDING CLINIC OR CLINIC HOURS WITHOUT SOME REHABILITATION WILL NOT BE ALLOWED TO ATTEND THE MICROFICHED CLINIC FROM DAY EXCEPT FOR WEEKENDS.

Step Three. You may be scheduled to attend clinic for methadone only three times a week (Monday, Wednesday, and Friday) when you have successfully completed six months on the program, three months at the Step Two level, and you are working, going to school, or are in some vocational training program.

Step Four. When you have successfully completed two years on the methadone program, you may be scheduled to attend clinic for methadone only two days a week. (Monday and Friday)

All persons must give urine specimens on randomly selected days every week. Urine specimens may be collected more frequently than once a week. Failure to give a specimen on a regular collection day will be credited as a "dirty" or negative urine. Your take home schedule is determined by your ability to meet the regulations for each step in the program. You will progress to less frequent clinic attendance if you "stay clean," find employment, school, or vocational rehabilitation programming, and handle your part of the financial obligations of your treatment.

Within the steps in the take home dose schedule, you may be penalized as follows:

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1. A single dirty urine. The staff will review the circumstances and choose appropriate action.
2. Second dirty urine in any calendar month. You will automatically be returned at least one step in the take home schedule.
3. Third dirty urine. You will lose all take home privileges and must begin again to meet the requirements for Step One.

Note: If we discover or in our laboratory show that you have failed to take your take home methadone, you will move back to the beginning of Step One. We advise you to take your dose at home at the same time as you take your dose at clinic.

All take home methadone bottles must be returned inside your locked box the next time you are scheduled to take home a methadone dose or you will not receive your take home dose. If you have a take home dose for a special reason such as holiday, the methadone bottle must be returned the next day of clinic. Failure to do so may result in holding your methadone that day.

Special requests for take home methadone should be made well in advance so that the staff can consider the request and make the necessary arrangements.

Termination or Discharge from the Program

You are in this program on a voluntary basis and you may terminate the treatment program on request. You will be withdrawn from methadone (after discussion with the doctor) over a period of time suitable to you. This should always be at least 15 days or longer.

You may be discharged from the Program for the following:

1. physically or verbally threatening or abusing any staff member, or any act of violence in the clinic area.
2. after being on the program for three months, during which time you are expected to stop using and discontinue use of drugs of abuse, you will be discharged if you have:
 - a. 3 "dirty" urines in the second three months of participation
 - or
 - b. 2 "dirty" urines in the second six months of participation
 - or
 - c. 3 "dirty" urines in any succeeding year on the program.
3. you are expected to participate in group and individual counseling as requested by the staff. Failure to do so will result in loss of take home privileges first. If you continue to refuse reasonable participation in the program, you will be withdrawn from methadone and discharged from the program.

If you are sentenced to jail, you will be detoxified and discharged from the program. After your release, you may reapply for treatment. Readmission will depend on the current regulations and your previous participation in the program.

If you have been discharged from the program for reasons other than going to jail, you may reapply after thirty days. Readmission will be dependent on openings, staff approval, and reevaluation of your reason for your reapplication.

You have been assigned to:

NURSE _____

INFORMED CONSENT NO. 1

I understand that Yolo County Methadone Treatment Program includes a research component. I agree to cooperate in the research as part of the Program by participating in the interviews and allowing such interviews to be recorded; by allowing such interviews to be recorded; by allowing psychological and other tests to be administered by qualified staff; by furnishing tissue fluid samples including urine, blood, saliva, sweat as required for study of methadone metabolism; by giving essential information about my family and personal history; and by helping secure the cooperation of my family for interviews by the staff.

I understand that certain components of the research project will be on a voluntary basis and that if I do not participate I will not be dropped from the methadone program. Nevertheless, if I understand the needs of the research project and my participation is needed and solicited, I will cooperate to the best of my abilities.

The undersigned consents to this treatment and releases the University of California at Davis and the County of Yolo, the Department of Public Health, the Yolo County Mental Health Services, its employees and agents, its physicians and associates from any claims and/or injuries which may result from such treatment. I have carefully read and understand the foregoing.

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Signature _____

Witness _____

Date _____

9. FACILITIES

The dispensing clinic operates from the Broderick Mental Health Mobile Unit behind the Public Health Department Annex at 370 G Street in Broderick. One large expandable style room is used as the dispensing clinic from 7:30 a.m. to 9:00 a.m. and from 4:30 p.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 9:00 a.m. on weekends and holidays. It is also used as a group meeting room for participants in the program. A waiting room is also utilized by the methadone program. Two bathrooms are available in the unit for use in collecting urine samples from both male and female patients. (See attached diagram for size and layout of facility.) Mental Health Services in Woodland is used for administrative meetings, for coordinating functions, and other central office procedures. The Yolo General Hospital Pharmacy is used for the preparation of methadone doses which are stored in a sealed box and transported to a locked cabinet in the Sheriff's office in Broderick. The examination room at the Broderick Health Department is used, when necessary, for physical examinations.

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9.1 Patient Load

During the years 1971-72, patient census in the maintenance program reached 30. From 1972-73 this number is planned to be increased to a total of 50 participants. Future expansion will be dependent on funding, facilities, and staffing.

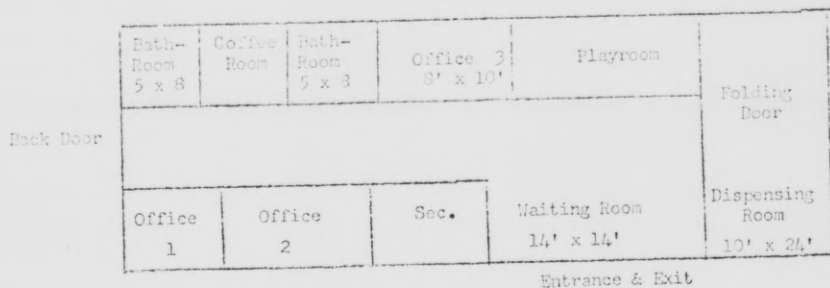
Patients are given their methadone in the morning clinic unless because of work or school they are unable to attend at that time. Such patients are scheduled for an afternoon clinic.

Supervision of patients on a daily basis is done by the clinic nurses who have a specific patient assignments. Further, patients are followed by the Medical Director and may be assigned a counselor for either individual or group therapy.

New participants will be admitted to the program in groups of 3-5 persons every two months until a census of 50 is reached. Attrition from the program is expected to effect the actual rate of intake.

The number of transfer patients accepted into the program will depend on the current census at the time of transfer request. A maximum of five short-term visitor patients can be treated on the program at any one time.

2.2 DIAGRAM OF FREDERICK JENIAL HEALTH SERVICES MOBILE UNIT



Rooms used by Methadone Program:

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1. Dispensing room
2. Waiting room
3. Office #3
4. Both Bathrooms

Participants enter from the parking lot into the waiting room. They go directly to dispensing room where they receive their medication. Should a urine specimen be required, the participant is accompanied to the ER by a staff member where he/she is observed. Participants leave the facility from the waiting room door. The back door to the facility is kept locked.

10. METHADONE MAINTENANCE

The average methadone maintenance dosage in this program is 30 mg. It is anticipated that some patients will be given methadone to dosage level of 30 mg. in the early treatment phase, both for purposes of more effective blockade of heroin effect and more rapid stabilization where heroin abuse has been excessive. After stabilization, the dosage will be reduced to average maintenance dose unless there are clinical problems to justify continued higher dosage. We will not go over 30 mg. dosage without specific research objectives, and under no circumstances will the dosage be above 160 mg. It is the philosophy of the program to reduce methadone to the lowest dosage possible consistent with patient needs and treatment goals. The physician will supervise the first methadone dosage and methadone dosage thereafter as he deems indicated. He will observe the patient for not less than one hour initially; and, if clinically indicated, this time will be prolonged for the duration of the methadone dosage. Dependent on clinical history and evaluation, initial methadone dosage will vary between 10 and 30 mg. Thereafter, dosage will be adjusted at two to seven-day intervals according to clinical needs of the patient (withdrawal symptoms of lethargy). Ordinarily, a dosage of 20 mg. will be the initial dose with increase to 30 mg. the following day if withdrawal symptoms are present. A dosage increase to 40 mg. will be reached at five days if clinical withdrawal symptoms are apparent. The patient will normally be held at 40 mg. per day for one week and increased to 50 mg. per day. If clinical withdrawal symptoms are evident and severe, then more rapid dosage increase to higher levels for control of symptoms may be used.

Micro Fiches

Participants readmitted to the program after incarceration or detoxification for other reasons will be stabilized following the above procedure.

After a patient is stabilized and drug abuse is controlled and he is satisfactorily adhering to the requirements of the program, he may be granted take-home methadone privileges as follows:

11. TAKE-HOME METHADONE DOSES

The following is a schedule of rules for take-home doses of methadone. ALL TAKE-HOME DOSES MUST BE TAKEN OUT IN YOUR OWN BOX WHICH MUST HAVE A LOCK, BE LABELED, AND MUST BE ATTENDED BY A STAFF MEMBER. Persons granted take home privileges must meet the conditions of each step as specified. Progress to less frequent clinic attendance will depend on your ability to meet the requirements.

Step One You may be granted one take-home dose of methadone (Sunday) if you have been in the program for eight weeks and have clean urine reports for four consecutive weeks.

Step Two You may be granted two take-home doses of methadone (Saturday and Sunday) if: a) you have been in the program three months, are working or going to school or are in some training program, and have had clean urine reports for six consecutive weeks; or you have been in the program six months, have no employment, but have had clean urine reports for 12 consecutive weeks; b) persons granted two take-home doses must be fulfilling their financial responsibility to the
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program.

ALL PERSONS WHO ARE NOT WORKING, GOING TO SCHOOL, OR OTHERWISE ENGAGED IN SOME REHABILITATION PROGRAM MUST CONTINUE TO ATTEND THE DISPENSING CLINIC EVERY DAY EXCEPT FOR WEEKENDS.

Step Three You may be scheduled to attend clinic for methadone only three times a week (Monday, Wednesday, and Friday) when you have successfully completed six months on the program, three months at the Step Two level, and you are working, going to school, or are in some vocational training program.

Step Four When you have successfully completed two years on the methadone program, you may be scheduled to attend clinic for methadone only two days a week. (Monday and Friday)

All patients must have urine tested for opiates at least once a week. Failure to give a specimen on a regular collection day will be considered as a "dirty" or positive urine. Your take-home schedule is determined by your ability to meet the regulations for each step in the program. You will progress to less frequent clinic attendance if you "stay clean", find employment, school, or vocational rehabilitation programming, and handle your part of the financial obligations of your treatment.

Within the steps in the take-home dose schedule, you may be penalized as follows:

1. A single dirty urine. The staff will review the circumstances and choose appropriate action.
2. Second dirty urine in any calendar month. You will automatically be returned at least one step in the take-home schedule.
3. Third dirty urine. You will lose all take-home privileges and must begin again to meet the requirements for Step One.

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Note: If we discover or in our laboratory show that you have failed to take your take-home methadone, you will move back to the beginning of Step One. We advise you to take your dose at home at the same time as you take your dose at clinic.

All take-home methadone bottles must be returned inside your locked box the next time you are scheduled to take home a methadone dose or you will not receive your take-home dose. If you have a take-home dose for a special reason, such as holiday, the methadone bottle must be returned the next day of clinic. Failure to do so may result in holding your methadone that day.

Special requests for take-home methadone should be made well in advance so that the staff can consider the request and make the necessary arrangements.

12. ADMINISTRATIVE PROCEDURES, INFORMATION AND RECORDS SYSTEM

12.1 Control of Methadone Dispensing

The medical officer will write all methadone orders for program participants. Routine orders are written once a week and are delivered on Monday to the Yolo General Hospital pharmacy by the mental health aide. Special orders may be written on a daily basis (Monday through Friday).

12.2 Dispensing Site

All participants will attend the dispensing clinic at the Mental Health Building in Broderick, 332 Street. Dispensing hours are: 1) 7:15 to 9:30 A.M., Monday through Friday; 2) 4:30 to 6:00 P.M., Monday through Friday; 3) 7:00 to 9:30 A.M., Saturday, Sunday, and holidays. All participants will be granted one take home dose for Thanksgiving, Christmas, and New Years regardless of take home privileges. All methadone doses are dispensed by a registered nurse who has been oriented to the treatment program.

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12.3 Methadone Charting

Each dose of methadone given is recorded on the patient's Daily Report record and initialed by the nurse administering the drug. These records are a permanent part of the patient's chart.

12.4 Methadone Delivery

Methadone will be prepared by the Pharmacist in single dose containers specially sealed and labeled with the patient's name and identification number and dose. The dose label is removable. The methadone is mixed with Tang or other artificial flavoring agents. Each week the mental health aides, working together, pick up a weekly supply of individual methadone doses from the pharmacist at Yolo General Hospital, Woodland, and transport them to the Sheriff's office in Broderick where they are stored. It is necessary for the mental health aides to sign for all

methadone which he transports from the pharmacy. Doses are placed in a sealed container during transportation. The mental health aide has a key to the methadone storage closet in the Sheriff's office. A second key to the closet is kept by the medical director. Each day doses are delivered by the mental health aide to the dispensing clinic from the Sheriff's office storage area. No methadone is stored overnight in dispensing site. The Sheriff's office has the key to the storage room in the Broderick Substation. The mental health aide and the medical director each have a key to the storage closet in the storage room. The Sheriff's office does not have a key to the storage closet.

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12.3 Unused Methadone Doses

Any dose of methadone which is not taken by the patient because of failure to show up at clinic or because the nurse withheld medication for clinical reasons will be discarded in the presence of two nurses and charted appropriately and recorded on BNDD form BND-41. The form is sent to Los Angeles BNDD when completely filled out.

13. OPERATIONAL PROCEDURES

13.1 Intake Procedures

Participants are expected to understand the treatment and research objectives of the Yolo County Methadone Treatment and Research Project. Policies and regulations regarding their participation are discussed with them on the initial visit. Should an addict elect treatment, he is expected to comply with the rules. The procedure for admission is as follows:

- Step One.
- 1) Explanation of program objectives and policies. Patient is given Public Information Sheet.
 - 2) Intake interview (using prepared protocol)
 - 3) Consent Forms signed: Micro Filled
 - a) Release of Information for parole or probation
 - b) Consent Forms (HEI and program)
 - c) Consent form to obtain for medical records
 - d) Form for criminal record
 - 4) Supervised urine specimen (first specimen collected), label with initials, numerical six digit birthdate and flag with red tape. Send to lab for analysis for verification of presence of opiates.
 - 5) Send for information to document addiction and previous withdrawal treatment (hospital records requested with mental health form, criminal records requested with form to the District Attorney's office.)
 - 6) As indicated, call parole or probation officer and ask for recommendation in writing.

After documentation of addiction and previous withdrawals have been received, applicant is scheduled for an:

- Step Two.
- 1) Psychiatric evaluation
 - 2) Physical examination
 - 3) Supervised urine specimen (second specimen collected), labeled with initials, birthdate in six digits, and flagged with red tape.

- Step Three.
- 1) Supervised urine specimen (third specimen collected), labeled with initials, birthdate in six digits, and flagged with red tape.

Admission Review.

At this point, the applicant's file is reviewed by the medical director and one member of the staff to determine the patient's eligibility for the program. If accepted for treatment, the addict begins the admission procedure.

Admission Procedure:

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- 1) Laboratory tests at Yolo General Hospital (CBC, Urinalysis, Liver function studies, PEG, BUN, and SGOT)
- 2) Routine screening for TB (PPD or chest x-ray)
- 3) Code number assignment

All participants are assigned a four digit code number. Numbers are assigned consecutively as new participants are admitted, and the last two or three digits indicate the number the participant represents within the treatment program. One number will be assigned to only one participant in the program and will not be reassigned to another participant. Should a participant discontinue treatment for any reason, he will continue to be identified by his original code number. Drug doses from the pharmacy are labeled with both the participant's name and code number.

- 4) Advise participants to bring in four snapshots for identification procedure.

- 2) Review regulations, clinic dispensing time, and give written information. For anonymous participants any name regarding treatment are explored at this time.
- 3) The date to begin treatment is assigned only after the preceding has been completed (verified by admission check list.) New participants are scheduled to attend clinic for the first time on either a Monday or Wednesday morning. They are assigned a nurse who is responsible for routine supervision.

Waiting List

Waiting lists of qualified applicants will be kept at the Broderick office, and applicants will be notified as space becomes available in the program.

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13.2 Group Participation

Initially, participants are expected to attend four orientation meetings led by a staff nurse.

Orientation

- | | |
|------------|-------------------------------|
| Session 1. | Rules of the Program |
| 2. | How methadone works |
| 3. | Social services available |
| 4. | Resume and Contract Agreement |

After completing the orientation meetings, (See Attachment C for outlines), participants are invited to continue in group or individual therapy with a counselor. Those persons desiring vocational rehabilitation are referred for those services. Periodic review of all participants allows for reevaluation of the therapeutic program as it affects each individual. Treatment plans can be adjusted to maximize the benefit to the participant. It is the responsibility of the participant to

arrange for general medical and dental care. Services are available from local physicians and at the Yale General Hospital, 170 West Main St., New Haven.

13.3 Intensive Supervision Facility Rules.

All participants in the program are expected to attend clinic seven days a week to receive their dose of methadone for at least the first eight weeks. If, after that time, they meet the requirements for take home doses, they may attend clinic six days a week and take home one dose. After three months on the program, individuals may be eligible (if they meet the stated criteria) to attend clinic on a five day a week basis. Only working individuals can progress to more than two take home doses and again must meet all the requirements outlined by the program. Only after successful completion of two years on the methadone program can a participant be scheduled to attend clinic a minimum of two times a week. Take home doses are subject to adherence to program regulations.

13.4 Missed Doses

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Participants who fail to attend morning clinic (unless by special arrangement) or arrive after dispensing time are not given their methadone that day. However, if a participant has not received his methadone dose for 48 hours, the staff will make every reasonable effort to contact the participant so that he/she can receive his medication. Therefore, anyone late to clinic on two consecutive days has his methadone dose withheld only every other day that he is late. Special problems regarding medication are referred to the medical director for consultation.

13.5 Daily Charting Record

Each participant has a current daily report sheet which is transferred to his permanent record every month. The following data are recorded

on that sheet:

- 1) methadone dose
- 2) urine specimen (admission and re-admission)
- 3) participant's report of heroin use
- 4) social adjustment (working, school, etc.)
- 5) nursing notes (participation, additional data)

At weekly intervals, a summation of each group participation and fee payments are recorded. Failure to attend clinic, inability to give a urine specimen, failure to return take home dose bottles are all recorded on the daily reports. (See Section 14, Patient Chart Records for copy of Daily Reports).

13.6 New Patients for Treatment

Patients are screened as all other mental health services applicants.

Fees are based on their ability to pay.

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13.7 Follow-Up Interview

Participants accepted for methadone maintenance are interviewed once a month for the first three months of treatment and then once every three months during the first year. Thereafter, interviews are conducted every six months. The patient is questioned concerning methadone reactions, medical problems, behavior problems, and use of other drugs or alcohol, legal status, housing, school and work status. Interviews are conducted by nurses assigned to the patient, and a prepared interview schedule is employed. (Refer to Index for copy of interview schedule.)

13.8 Emergency Procedure

Emergency kits containing airways, naloxone, syringes, flashlight, benadryl, and a copy of Methadone Poisoning Procedures are kept at the clinic site. (Educational materials have been forwarded to all hospitals in Yolo County and educational sessions have been conducted.)

13.9 Methadone Storage and Dispensing

Methadone is ordered in pure crystalline bulk from the Hallinckrodt

Company in 50 Gm. quantities. Formulations of 10 mg. per milliliter concentration (1:1 and 1:2) are made up from the bulk methadone for storage and dispensing. The methadone is purchased by the Yolo County Purchasing Agent, Jack Harrington, EDDO #PY 0061701 and delivered to the pharmacist, Jack Harrison, at Yolo General Hospital. Control cards are carried with each shipment received of methadone powder and labeled with the manufacturer's batch number. Formulated methadone is put in individual containers and labeled with participant's name, code number, the date, the dose, and precautionary statements regarding drug dangers. Methadone leaves the pharmacy only in formulated form; that is, measured out in a sealed container for transporting. Individual dosage units are picked up from the Pharmacy each week by the mental health aides and transported in a sealed container to the Sheriff's Substation in Broderick. The mental health aides sign out for all doses of methadone he receives, and this is witnessed by the pharmacist at Yolo General Hospital.

13.10 Patient Incarceration or hospitalization

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Any participant who is jailed or hospitalized is expected to notify the clinic. Arrangements are made to continue maintenance treatment or to begin a detoxification procedure.

13.11 Staff Meetings

- 1) Clinical Staff Meeting: All members of the clinical staff (the medical director, the program coordinator, the counselors, the public health nurses, and the mental health aides) meet regularly on the second Wednesday (10:30 A.M. to 12:00 noon) and fourth Tuesday (9:30 A.M. to 11:00 A.M.) of every month in Broderick. The purpose of the meeting is to discuss progress of participants

in the program, daily operational procedures, and all other matters which relate to the effective functioning of the program.

- 2) The Hathadone Research Executive Committee: Members: program chief, medical director, director of pharmacological research, assistant director of pharmacological research, drug and alcohol abuse coordinator, pharmacist, program coordinator and fiscal administrator. This committee meets regularly on the third Thursday of every month at 8:30 A.M. (place to be decided). The business of this committee is to make policy, discuss problems and evaluate progress of the entire Hathadone Research Project. The order of business for each meeting of this committee is as follows:

I. Administration

- A. Internal Structure, staffing and patient population, etc.
- B. Outside Agency Contacts
- C. Policy Changes
- D. Procedural Decisions
- E. Other

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II. Clinical - Medical

- A. General Health Problems
- B. Sociological Aspects
- C. Rehabilitation Services
- D. Individual and Group Therapy

III. Clinical Laboratory

- A. Urine
- B. Blood
- C. Procedural
- D. Other

IV. Pharmacy

V. Research

A. Clinical

B. Laboratory

VI. Community Involvement

3. The Review and Evaluation Committee: This is an independent committee composed of members of the County, Health Department, the Police, the Probation Department, the Medical School, and the Board of Supervisors. This committee assesses the impact of the treatment program on the community as a whole, specifically noting changes in the number of drug related arrests, patterns of drug abuse, and the number of requests the community agencies for drug treatment and counselling. This committee meets every six months.

Review and Evaluation Committee Membership:

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1. Lawrence Bennett, Ph.D., Mental Health Advisory Board, Yolo County Mental Health Services, Woodland.
 2. Nemat Borhani, M.D., Department of Community Health, School of Medicine, University of California, Davis.
 3. Arthur Edwards, Member, Board of Supervisors, County of Yolo, Woodland.
 4. Bill Bartholomew, Chief, Police Department, Davis.
 5. Leroy Ford, Chief, Probation Department, County of Yolo, Woodland.
 6. Raymond Champ, M.D., Attending Physician, Yolo General Hospital, Woodland.
 7. Robert Jameson, District Attorney, County of Yolo, Woodland.
- Dr. Bennett and Mr. Jameson act as Co-Chairmen of this committee and are responsible for calling meetings and submitting written reports expressing their findings.

13.12 Annual Physical Examination and Laboratory Workup

Each participant is evaluated on a yearly basis. The medical director does a physical examination and routine blood studies are conducted. (CBC, Blood Sugar, BUN, STS, Urinalysis and others if indicated.)

13.13 Quarterly reports on the status of the program and the progress of the participants are to be prepared and sent to JCSJ.

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14. Urine Specimen Collection

Urine specimens are collected at least once a week according to a pre-arranged random sampling procedure before participants receive their dose of methadone. Additional specimens may be collected whenever clinically indicated. All specimen collection is directly supervised by the mental health aide for male participants and the public health nurse for female participants. The specimens are labeled only with the code number and the date and are kept secure until transportation to the Pharmacology Laboratory (TB 171), UCD Medical School, Davis, California, for analysis. Specimens are delivered by the mental health aide to the laboratory on the day they are collected from participants.

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Samples are routinely analyzed for the presence of opiates and methadone using thin layer chromatography (TLC). Any urine read positive for opiates or negative for methadone is cross checked by gas-liquid chromatography (GLC).

Testing for amphetamines and barbiturates is done routinely once each month. Additional wide range screening may be requested at any time it is indicated by flagging a specimen with blue tape.

Written reports are sent weekly to the Broderick Clinic and the results are transcribed on each participant's Daily Report record.

19. Intake and Assessment

1. Department of Mental Hygiene Form 1000
2. Intake Service Form
3. Interview Schedule
4. Intake Laboratory Results
5. Initial Medical + Psychiatric Evaluation
6. Daily Report Sheets (including nursing notes)
7. Consent Forms:
 - a) Yolo County Research Consent
 - b) NIMH Consent
 - c) Release of medical information
 - d) Release to law enforcement
8. Request for Criminal Record to District Attorney
9. Information Sheet
10. Daily Reports

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All information and records obtained in the course of providing services to patients in the program are subject to the confidentiality and disclosure provisions contained in Article 7 of Section 5325 of the Welfare and Institutions Code.

PATIENT'S NAME

REPORTING UNIT CODE

PATIENT'S CASE NUMBER

INITIALS OF PATIENT'S NAME
 Last, First, Middle, Maiden, Maiden's Maiden

SEX: 1 MALE, 2 FEMALE

RACE OR COLOR

DATE OF BIRTH DATE
 Month, Day, Year

AGE AT ENTRY: AGE GROUP

EDUCATIONAL LEVEL
 1 No College, 2 High School, 3 Some College, 4 College, 5 Graduate

MARITAL STATUS
 All Code of Entry

PATIENT'S OCCUPATION
 1970 U.S. Census Categories

FAMILY'S GROSS MONTHLY INCOME
 & NUMBER DEPENDENT ON INCOME

PATIENT'S RESIDENCE
 2-D Code & City/County

CENSUS TRACT AND/OR
 HEALTH DISTRICT

DATE OF CURRENT ENTRY
 Month, Day, Year

LEGAL CLASS AT ENTRY
 Gov't. Code & Section Number

REFERRAL IN
 Source & Reporting Unit Code

TARGET GROUP
 Binary Code & Forced-Choice

PRIOR ENTRIES
 To This Reporting Unit

DATE OF EXIT
 Month, Day, Year

LEGAL CLASS AT EXIT
 Gov't. Code & Section Number

FINAL PRIMARY DIAGNOSIS
 DSM-2 for M.I., DSM-2 for M.I.,

REFERRAL OUT
 Recommendation & Reporting Unit

SOURCE OF FUNDING

24-HOUR CARE
 Total Pt. Days: * Hosp. * Non-hosp.

LESS THAN 24-HOUR CARE
 Total Pt. Days: * Hosp. * Non-hosp.

DIRECT SERVICE CONTACTS
 Total Inter. * Pt. indiv. * Pt. group * Other

ADDRESS

TELEPHONE NO.

SOC. SEC. ACCT. NO.

MEDICAL NO.

HEAD OF HOUSE

RELATIONSHIP

Others Living at Home

Name

Age

Relationship

SPECIFY OCCUPATION

EMPLOYED ☐ Unemployed ☐ Housewife ☐ Retired ☐
 PLACE IN RESIDENCE: ☐ of ☐ Children

PREVIOUS MENTAL HEALTH CARE

☐ None ☐ Unknown

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PSYCHIATRIC INPT. _____ Places & Dates

GRP. OR INDIV. OUTPT. _____ Therapist, Places & Dates

SPECIFY REFERRAL SOURCE

\$ _____ FED. TAX \$ _____ FEE

INS. COVERAGE

TOTAL		HOSPITAL		NON-HOSP	
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					

* Required item or part of item,
 Bureau of Biostatistics

YOLO COUNTY METHADONE TREATMENT AND RESEARCH PROJECT

Intake Review Form

The following procedures must be completed before a participant is scheduled to begin methadone treatment:

		<u>Date</u>	<u>Signature</u>
1. Intake Interview		_____	_____
2. Consent Forms	FDA 2635	_____	_____
	Yolo	_____	_____
3. Release Forms	medical/social	_____	_____
	law enforcement	_____	_____
4. Documentation of age	source	_____	_____
5. Documentation of Withdrawal Treatments		_____	_____
	Requested from	_____	

	Received	_____	Micro Fiched
	Requested from	_____	

	Received	_____	_____
6. Report from DA	Requested	_____	_____
	Received	_____	_____
7. Physical Examination		_____	_____
8. Psychiatric Evaluation		_____	_____
9. Laboratory Test at YCH		_____	_____
10. TB Screening		_____	_____
11. Code Assignment		_____	_____
12. Identification Card		_____	_____
13. Urine Screening	1. Date Collected	_____	Result _____
	2. Date Collected	_____	Result _____
	3. Date Collected	_____	Result _____
14. Notification from Dept. of Mental Hygiene		Date _____	

LOS ANGELES COUNTY METHADONE MAINTENANCE PROGRAM INTAKE FORM

Name _____ Address _____ Tel. # _____
 Birthdate _____ Sex _____ Prev. Interview at _____ Interview Date _____
 Relative or Contact Name _____ Address _____ Tel. # _____

1. Client referred by
 1. Self 3. friend
 2. relative 4. physician
 5. Agency (Pub. or Priv.) _____

2. Citizenship
 1. U.S. 4. student visa
 2. Alien 5. visitor
 3. work visa _____

3. Race/Ethnic Group
 1. white 6. Mexican-Amer.
 2. black
 3. Asian (Oriental)
 4. Amer. Indian
 5. Puerto Rican

4. Educational Level
 1. years completed _____
 2. vocational _____
 3. other _____

5. Military Service
 1. yes ____ no ____
 2. if yes, type of discharge
 a. honorable
 b. dishonorable
 c. bad conduct
 d. general
 e. undesirable
 3. discharge date _____
 4. Branch _____

6. Work History
 1. Longest job held in last
 2 yrs. ____ mo. ____
 2. Total time worked in last
 year ____ mo. ____

7. Drug History

1. First drug abused _____ Age _____
 2. First narcotic abused _____ Age _____
 3. Age at first continued narcotic use _____
 4. Other drugs abused in previous 3 mo.:
 drug _____ Freq. of abuse _____

8. Medical

1. Any diseases (epilepsy, diabetes, TB, etc.)
 yes ____ (list) ____ no ____
 2. Any current disabilities?
 yes ____ (list) ____ no ____
 3. Any drug allergies?
 yes ____ (list) ____ no ____

9. Legal History

1. Age at first arrest _____
 2. # of arrests in past 2 yrs. _____
 3. # of convictions (same time) _____
 4. Time spent in institutions
 a. prison
 b. medical hospitalization
 c. psychiatric hospital
 d. drug program
 e. other _____

10. Family Drug History

1. Any member of household
 using illegal drugs regularly
 during past 6 mo.?
 yes ____ no ____
 2. If yes:
 a. mother
 b. father
 c. brother
 d. sister
 e. wife or husband
 f. friends
 g. others _____

11. Current Drug Use

1. Drug _____ Freq. _____ Amt. _____
 2. Length of current run _____
 3. Prev. withdrawals _____
 Place & Date _____
 4. How do you support your _____

Status: Accepted _____ Rejected _____ Pending _____

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	INTAKE						
12. *Are you presently on welfare? 1. yes 2. no							
13. *What is your present marital status? 1. single 2. married (also common law) 3. widowed 4. separated 5. divorced 6. unascertained							
14. *How many children do you have? later number							
15. *Do they live with you? 1. yes 2. no							
16. Any children born since last interview? 1. yes 2. no	X						
17. Any pregnancies since last interview? (fetus) (NIC) 1. yes 2. no	X						

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	INTAKE						
23. *What is your present employment status? 1. unemployed 2. full time work 3. part time work 4. retired 5. housewife 6. student (full time) 7. student (part time)							
24. *If presently employed, number of weeks or months on that job.							
25. *If not presently employed, do you have any job or school prospects? 1. yes 2. no							
26. *Type of job 1. official or manager 2. professional 3. technical 4. sales 5. office/clerical 6. craftsman (skilled) 7. operative (semi-skilled) 8. laborer (unskilled) 9. service worker 10. student 11. housewife 12. other _____							

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	INTAKE						
27. What is your present legal status? 1. no problem 2. arrested 3. convicted 4. case pending 5. on probation 6. on parole 7. other (specify) List name of P. O.							
28. Have you been arrested since your last interview? If yes, list charge and disposition.	X						
29. Have you been in jail since your last interview? If yes, list offense and location and no. of days incarcerated.	X						

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	INFORM				
30. Present clinic attendance 1. daily 2. 6 times a week 3. 5 times a week 4. 3 times a week 5. 2 times a week	X				
31. Do you think your present methadone dose is: 1. adequate 2. too low 3. too high	X				
32. Are you having any problems such as: 1. none 2. drowsy 3. constipation 4. sexual difficulty 5. feeling "floored" 6. muscle cramps 7. sweating 8. other (specify) _____	X				
33. If yes, at what time of the day do the symptoms occur?	X				
34. What drugs are you now taking? 1. none 2. opiates 3. barbs 4. alcohol 5. hallucinogens 6. cocaine 7. amphetamines 8. other (specify) _____ State amount & frequency of drug abuse	Micro Filled				

	INTAKE						
35. Have you had hepatitis? 1. yes 2. no (If yes, date and treatment)							
36. Have you recently been closely associated with anyone who has had hepatitis? (How & how close was the contact?)							
37. Since your last interview have you had: 1. more good feelings 2. more bad feelings 3. no change in your feelings 4. both more good and more bad feelings	X						
38. How do you generally feel? 1. very happy most of the time 2. fairly happy 3. not especially happy or unhappy 4. fairly unhappy or down 5. very unhappy and down most of the time	X						
39. Do you have a craving for heroin? 1. no 2. hardly ever 3. sometimes 4. often 5. nearly all the time	X						
40. Since coming into the program I have noticed: 1. improvement in my health 2. no change in my health 3. more sickness and trouble	X						

	Strongly Dislike	Dislike	Like	Strongly Like
41. I would describe my general health as 1. very bad 2. poor 3. fair 4. good 5. excellent				
42. How do you think you are doing, at this class?				
43. At the present time, do you think the Athlete Program is helpful to you 1. no 2. yes, somewhat, but not much 3. yes, generally 4. yes, many ways 5. yes, very helpful				

	INITIALS						
42. Services Utilized (Chart frequency and pertinent information)							
No service	X						
Medical Services	X						
Vocational Rehabilitation	X						
Individual Counseling	X						
Group Therapy Participation	X						
Legal Counseling	X						
Supportive Services (Welfare, General Assistance, etc.)	X						
Other	X						

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	INTAKE						
<u>NEPHROLOGY</u>	X						
1. number of specimens since last interview	X						
2. number of clean urines (methadone only)	X						
3. number of times request but not given	X						
4. number of and positives for narcotics	X						
5. number of specimens without any drug including methadone	X						
6. number of asphyxia tests	X						
7. number of barbiturate status	X						
8. other lab findings since last interview (Hep. test, W.B.C., CBC, urine)	X						

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DATA FOR STUDY AND RESEARCH PURPOSES

PHYSICAL EXAMINATION

	when completed
TB Screening	_____
ITD	_____
Chest X-ray	_____
VNML	_____
CEI	_____
Urinalysis	_____
Fasting blood sugar	_____
Blood urea nitrogen	_____
Total protein	_____
A/G ratio	_____
Alkaline Phosphatase	_____
SGOT	_____

PASTE LAB SLIPS HERE

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YOLO COUNTY

MENTADONE MAINTENANCE/WITHDRAWAL PROJECT

Initial Medical and Psychiatric Evaluation
(Includes PL, PM, SN, SM, SS, Marital Status, PE, DX & Recommendations)

Name	Age	Marital Status	Date
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County Methadone Maintenance Project
DAILY REPORTS

Name		Take Home Dose										Working Notes
Date	Time	Sec	Adj	Ur. Spec	N	A	Sec	Adj	Ur. Spec	rep		
1												Micro Fiched
2												
3												
4												
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29												
30												
31												
Total												

Signatures:

Sec. Adj.:

N = work
S = sch
R = reh
NA = not asked

Ur. Spec.:

- = no spec. when
regid.
x = urine collected
/ = drug present
o = drug absent

CONSENT FORM

METHADONE MAINTENANCE RESEARCH PROJECT

I, the undersigned, being a patient of Yolo County Mental Health Services, 213 West Beaver, Woodland, California, am applying for treatment on the Methadone Maintenance Research Project. I hereby consent to and authorize administration and performance of such treatments as deemed necessary by the physicians and their associates of Yolo County Mental Health Services. I understand the hazards and potential dangers involved in treatment by means of methadone maintenance. I understand that methadone is a narcotic, is addictive and is an experimental drug for use in heroin addiction. The nature and consequences of the above treatment have been fully explained to me and I am convinced that it is a treatment in my best interest. I also understand that no guarantee as to result has been made.

I agree to follow the procedures of the research project which includes taking daily doses of methadone under supervision and will cooperate by leaving a urine specimen at the clinic. I understand that this urine will be tested for traces of heroin, other narcotics, barbiturates, amphetamines, etc., and that I may be dropped from the research project if these contaminants are found.

I also agree to cooperate by participating in interviews and allowing such interviews to be recorded; by allowing psychological and other tests to be administered by qualified staff; by furnishing small blood samples as required for measuring methadone in the blood; by giving essential information about my family and personal history; and by helping secure the cooperation of my family for interviews by staff.

The undersigned consents to this treatment and releases the University of California at Davis and the County of Yolo, the Department of Public Health, the Yolo County Mental Health Services, its employees and agents, its physicians and associates from any claims and/or injuries which may result from such treatment.

I have carefully read and understand the foregoing.

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Signature

Date

Witness

CONSENT TO METHADONE TREATMENT

(This document is to be signed by the patient and the physician or other authorized person.)

NAME OF PATIENT

NAME OF PRACTITIONER EXPLAINING PROCEDURES

NAME OF PROGRAM MEDICAL DIRECTOR

I hereby authorize and give my voluntary consent to the above named Program Medical Director and/or any appropriately authorized assistants he may select, to administer or prescribe the drug methadone as an element in the treatment for my dependence on heroin or other narcotic drugs.

The procedures necessary to treat my condition have been explained to me and I understand that it will involve my taking daily doses of methadone, or other drugs, which will help control my dependence on heroin or other narcotic drugs.

It has been explained to me that methadone is a narcotic drug which can be harmful if taken without medical supervision. I further understand that methadone is an addictive medication and may, like other drugs used in medical practice, produce adverse results. The alternative methods of treatment, the possible risks involved, and the possibilities of complications have been explained to me, but I still desire to receive methadone due to the risk of my return to the use of heroin or other drugs.

The goal of methadone treatment is total rehabilitation of the patient. Eventual withdrawal from the use of all drugs, including methadone, is an appropriate treatment goal. I realize that for some patients methadone treatment may continue for relatively long periods of time but that periodic consideration shall be given concerning my complete withdrawal from methadone use.

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I understand that I may withdraw from this treatment program and discontinue the use of the drug at any time and I shall be afforded detoxification under medical supervision.

I agree that I shall inform any doctor who may treat me for any medical problem that I am enrolled in a methadone treatment program, since the use of other drugs in conjunction with methadone may cause me harm.

I also understand that during the course of treatment, certain conditions may make it necessary to use additional or different procedures than those explained to me. I understand that these alternate procedures shall be used when in the Program or Medical Director's professional judgment it is considered advisable.

(See reverse of this sheet for Patient's consent statement)

FEMALE PATIENTS OF CHILD-BEARING AGE

PATIENTS UNDER 18 YEARS OF AGE

To the best of my knowledge, I am ☐ am not pregnant at this time.

Consider the possible risks involved with the long-term use of methadone. I further understand that, like heroin and other narcotic drugs, information on its effects in pregnant women and on their unborn children is at present inadequate to guarantee that it may not produce significant or serious side effects.

It has been explained to me and I understand that methadone is transmitted to the unborn child and will cause physical dependence. Thus, if I am pregnant and suddenly stop taking methadone, I or the unborn child may show signs of withdrawal which may be enough affecting me or the child. I shall not use other drugs without the Medical Director or his assistant's approval, since these drugs, particularly as they might interact with methadone, may harm me or my unborn child. I shall inform any other doctor who sees me during my present or my future pregnancy or who sees the child after birth, of my current or past participation in a methadone treatment program in order that he may properly care for my child and me.

It has been explained to me that after the birth of my child I should not nurse the baby because methadone is transmitted through the milk to the baby and this may cause physical dependence on methadone in the child. I understand that for a brief period following birth, the child may show temporary irritability or other ill effects due to my use of methadone. It is essential for the child's physician to know of my participation in a methadone treatment program so that he may provide appropriate medical treatment for the child.

All the above possible effects of methadone have been fully explained to me and I understand that at present, there have not been enough studies conducted on the long-term use of the drug to assure complete safety to my child. With full knowledge of this, I consent to its use and promise to inform the Medical Director or one of his assistants immediately if I become pregnant in the future.

The patient is a ☐ male, ☐ female, ☐ years of age, born ☐

The risks of the use of methadone have been explained to me and I understand that methadone is a drug on which long-term studies are still being conducted and that information on its effects in adolescents is incomplete. It has been explained to me that methadone is being used in the minor's treatment only because the risk of his/her return to the use of heroin is sufficiently great to justify this treatment. I further declare that participation in the methadone treatment program is wholly voluntary on the part of both the (parental/guardian) and the patient and that methadone treatment may be stopped at any time on (my/our) request or that of the patient. With full knowledge of the potential benefits and possible risks involved with the use of methadone in the treatment of an adolescent, I agree to its use upon the minor, since I realize that otherwise the (she) shall continue to be dependent upon heroin or other narcotic drugs.

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I certify that no guarantee or assurance has been made as to the results that may be obtained from methadone treatment. With full knowledge of the potential benefits and possible risks involved, I consent to methadone treatment, since I realize that I would otherwise continue to be dependent on heroin or other narcotic drugs.

SIGNATURE OF PATIENT	DATE OF BIRTH	DATE
SIGNATURE OF PARENT/GUARDIAN	RELATIONSHIP	DATE
SIGNATURE OF WITNESS		DATE

COUNTY OF YOLO
METHADONE MAINTENANCE/RESEARCH PROJECT
MENTAL HEALTH SERVICES

POST OFFICE BOX 1217
Woodland, California 95695

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I hereby request and authorize you to exchange with Yolo County
Mental Health Services any medical or social information you may have,
or may receive, pertaining to _____, DO _____

(Signature)

(Date)

(Witness)

YOLA COUNTY
NETHADONE TREATMENT AND RESEARCH PROJECT

Release of Information to Law Enforcement

I, _____, authorize Yola County Nethadone
Treatment and Research Project to release my name and address to law enforce-
ment agencies for purposes of verifying my drug abuse through records of past
arrests.

Date _____

Signature _____

Address _____

Witness _____

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TO: ROBERT AMMON, DISTRICT ATTORNEY

FROM: JOHN EDWARD MURPHY, JR., SERVICE
INVESTIGATIVE SERVICE, NATIONAL GUARDIAN SERVICE

RE: REQUEST FOR CRIMINAL RECORD

NAME: _____

ALIASES: _____

ADDRESS: _____

BIRTHDATE: _____

SEX: _____

RACE: _____

HT: _____

WT: _____

COMMENTS: (ARRESTS, ETC.)

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16. TERMINATION OF METHADONE MAINTENANCE

Any patient may voluntarily terminate his methadone maintenance program on request. No participants will be detoxified in less than fifteen days. If time permits, the participant will receive weekly reductions of 5 mg. of methadone until he/she reaches 25 mg. Thereafter, methadone will be reduced by 5 mg. every other week until the patient reaches 5 mg. At this point, methadone may be discontinued after one week and the patient may be continued on placebo for two additional weeks. In the event of incarceration, the participant will be withdrawn from methadone within 21 days.

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After an individual has been on the methadone program for at least one year, has established employment, has a satisfactory social adjustment, and feels capable of handling his addiction problem, he will be encouraged to undergo a slow detoxification procedure over the following six months. If in the process of detoxification he becomes fearful, he may be maintained for another six months and then encouraged to try again. If he successfully undergoes detoxification and finds himself unable to control his drug habit, he will be considered for re-introduction into the Methadone Treatment Program.

Termination of methadone maintenance will be discouraged if other goals of the treatment program have not been accomplished. It is anticipated that all people on Methadone Maintenance Treatment Program will be encouraged to detoxify after a period of three years.

Involuntary Suspension of Participants

Participants who do not meet their commitment to the program are subject to suspension or discharge. Participants may be discharged for the following:

1. Physically or verbally threatening or abusing any staff member, or an act of violence in the clinic area.
2. After being on the program 3 months during which time you are expected to stabilize and discontinue use of drugs of abuse, you will be discharged if you have:

- a. 5 "dirty" urines in the second three months of participation.
- b. 5 "dirty" urines in second six months of participation.
- c. 5 "dirty" urines in any succeeding year on the program.

Involuntary suspension or discharge from the program is subject to staff review and approval.

Transfers

1. If a participant wishes or is forced to move his residence from Yolo County, efforts will be made to transfer him to a convenient methadone maintenance program. This is done only at the participant's request and knowledge. Should the participant prefer detoxification, such procedure is instituted according to the above stated guidelines. If a participant is able to commute to the program from his new residence and prefers that arrangement, that alternative is possible.

2. Admission requirements for transfer from other methadone maintenance programs:

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- a. The patient must provide proof of residency in Yolo County. He must be evaluated by standards of our own requirements for admission into the Methadone Maintenance Program. He must be in good standing in the program where he is presently being maintained and he will require documentation of his urine reports and program participation for the prior 6 months. His chart must include documentation of two prior treatment failures. Laboratory tests and physical examination must be current. If he is accepted into our program, repeat physical examination will be done.

RESOLUTION NO. 72-98

(Resolution Approving Third Year Grant for Project Entitled Combined Methadone Maintenance, Methadone Withdrawal, and Methadone Pharmacology Project)

WHEREAS, the County of Yolo, a political subdivision, has made application to the California Council on Criminal Justice for a third year grant to undertake a continuance of the project entitled Combined Methadone Maintenance, Methadone Withdrawal, and Methadone Pharmacology Project, Grant No. 0572, from funds made available from the Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351); and

WHEREAS, the grant has been approved by the California Council on Criminal Justice;

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NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

1. That the County of Yolo hereby accepts such grant;
2. That the Chairman of this Board of Supervisors is authorized to execute on behalf of the County of Yolo the contract for such grant and special conditions attached thereto;
3. That applicant agrees to provide the required matching funds to said project in accordance with the provisions of the approved grant; and

4. That the grant funds received under the grant shall not be used to supplant ongoing law enforcement expenditures.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 20th day of August, 1973, by the following vote:

AYES: Stephens, Marshland, Duncan, Espinoza, Edwards.
 NOLLS: None.
 ABSENT: None.

William J. Stephens
 CHAIRMAN OF THE BOARD OF SUPERVISORS
 COUNTY OF YOLO, STATE OF CALIFORNIA

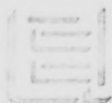
1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY John E. Lucas DEPUTY

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5 (SEAL)
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CALIFORNIA COUNCIL ON CRIMINAL JUSTICE

Standard Grant Award Conditions

1. General

- A. Subgrantee agrees that the funds awarded pursuant to this grant award will be used in accordance with all the terms and conditions set forth or incorporated by reference in: (1) this grant award (which includes the title page, the application for the grant which is attached hereto as Attachment A and made a part hereof, and these Standard Grant Award Conditions which are attached hereto as Attachment B and made a part hereof); (2) the CCCJ Fiscal Manual Manual, as amended from time to time, which is hereby incorporated in these Grant Conditions; and (3) the Safe Streets Act.
- B. Subgrantee agrees that funds awarded pursuant to this grant award will be used to supplement and not to supplant funds otherwise made available for law enforcement purposes, and to the extent possible, will be used to increase such funds.
- C. Subgrantee agrees to make available and to expend from non-federal sources adequate resources to meet the matching requirements specified in the Safe Streets Act in accordance with the applicable regulations and requirements of the Law Enforcement Assistance Administration, hereinafter designated "LEAA".
- D. Subgrantee understands that the award of this grant in no way assures or implies continuation of funding beyond the grant period indicated in this grant award.

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2. Delay in Initiating Project. If the project has not been initiated and operated in accordance with this grant award within 60 days after the commencement date of this grant award, the Subgrantee shall submit a written report, no later than 10 days after the expiration of said 60-day period, to CCCJ indicating the steps taken to initiate the project, the reasons for the delay and the expected starting date.

If the project is not fully operating in accordance with the terms of this grant award within 90 days after the commencement date of the grant period, the Subgrantee shall submit a further written report, within 10 days after the expiration of said 90-day period, to CCCJ describing the delay in project implementation, at which time CCCJ may cancel the project and redistribute the grant award funds to other project areas. The CCCJ, where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90-day period.

If any such report is not filed with CCCJ by the Subgrantee within the time grant award shall be terminated upon 10 days written notice to the project director. No extensions of these periods will be granted and no reports will be permitted to be filed after the period has expired.

3. Evaluation of Prior Year Funding. If the project to be conducted under this grant award or any portion thereof has been conducted with funds granted by CCCJ or LEAA during any period prior to the date of this grant award, a formal evaluation of the project or the applicable portion thereof for any such prior period must be prepared and filed with CCCJ no later than 90 days after the date of this grant award. This evaluation must be written, complete, accurate and must be satisfactory to CCCJ in its sole discretion. If no written evaluation for said prior period is filed with CCCJ within 90 days after the date of this grant award, this grant award shall be terminated upon 10 days written notice to the project director. No extensions of said 90-day period will be granted and no evaluations will be permitted to be filed after said period has expired. If a written evaluation for said prior period is filed with CCCJ no later than 90 days after the date of this grant award, the evaluation will be reviewed by CCCJ. CCCJ shall determine in its sole discretion whether or not the evaluation is satisfactory. This determination shall be made no later than 150 days after the date of this grant award. If CCCJ determines that the evaluation is not satisfactory, the grant award shall be terminated upon 10 days written notice to the project director.

4. **Operative Reports.** This grant award is made upon the understanding and effort by all grant funds and recipient organizations that the Subgrantee will submit to CCCJ the following reports:
- (a) A quarterly report. If the expiration of the grant period is less than 90 days, the Subgrantee will submit an extension of this award, beginning with the first report submitted to the "Grant Period." Each quarterly report will be filed on or before the fortieth day after the end of each three-month period. If the period covered by the final quarterly report is less than three months, the final quarterly report will be filed by the Subgrantee on or before the fortieth day after the end of said final period. (b) A final report will be filed by the Subgrantee on or before the completion of the project, including any extension of this grant award, covering the entire period of the project. (c) Such additional reports in such form and containing such information as action CCCJ or LEAA may reasonably require.

Each quarterly report and the final report will describe activities and accomplishments during the period covered by the report. Special attention will be given to project phases or stages which have been completed (e.g., initial planning stage, completion of preliminary survey effort, purchase of required equipment, staging of pilot training programs, etc.). Any special reports, evaluation studies, publications or articles prepared as a result of the execution of the project during the quarter will be attached, and major administrative developments will be covered (changes in personnel, project design, etc.). Problem areas and critical observations, as well as project success, will be mentioned and fairly discussed in all of the reports.

It is expressly understood and agreed that any funds otherwise due or payable to the Subgrantee under this grant award will not be due or payable to CCCJ under the terms and conditions of this grant award will not be submitted to CCCJ promptly when due, provided that any payment by CCCJ to the Subgrantee after the Subgrantee has failed to file with CCCJ any such required report when due shall not be considered as grounds for any waiver or estoppel against CCCJ.

5. **Obligation of Grant Funds.** Grant funds may not, without prior written approval by CCCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days.
6. **Written Approval of Changes.** Subgrantees must obtain prior written approval from CCCJ for major project changes. These include: (a) Changes of substance in the project activities, designs or research plans set forth in this grant award; (b) Changes of key professional personnel identified in this grant award; (c) Changes in the approved project budget as required by the CCCJ *Fiscal Affairs Manual*.
7. **Fiscal Regulations.** The fiscal administration of grants is subject to all rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, and the like, prescribed by CCCJ or LEAA, and as amended from time to time, including those set forth in the CCCJ *Fiscal Affairs Manual*.
8. **Performance Bond.** All Subgrantees who are not units of city, county, or state governments are required to bond within 30 days after final execution of this grant award all individuals who will receive or disburse grant funds. The amount of the bond will be at least 50% of the total grant award.
9. **Utilization and Payment of Funds.** Subgrantee agrees to establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, the grant funds and the required non-federal expenditures; such disbursement and accounting procedures shall meet the requirements of the State of California to the federal government as specified in the *Safe Streets Act* and the CCCJ *Fiscal Affairs Manual*. Funds awarded are to be expended only for purposes and activities covered by this grant award.

Project funds will be made available by CCCJ on the basis of periodic requests and estimates of fund needs submitted by the Subgrantee. Grant funds which have been disallowed as a result of audit will be recovered through direct contact with the Subgrantee, right of off-set with the State Controller's Office, or through other appropriate legal means.

10. **Allowable Costs.** The allowability of costs incurred under this grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Office of Management and Budget Circular No. A-87, or Office of Management and Budget Circular No. A-21 if Subgrantee is an educational institution, as interpreted and amplified in these Standard Grant Award Conditions and in the CCCJ *Fiscal Affairs Manual*. Costs will be allowed only for goods and services provided and utilized no later than the end of the period for liquidating obligations as provided in paragraph 5 above, including any written extensions thereof by CCCJ.

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Any sub-award or transfer by the Subgrantee which exceeds two (2) percent of the total grant budget for any one award period, or the total grant budget, shall be subject to review by CCCJ. Any award or transfer in excess of \$5,000, whichever is less, will be submitted only after written approval of CCCJ.

11. **Project Income.** All income received on grant funds must be submitted for and used to CCCJ unless the Subgrantee is the State of California or an agency thereof. All Subgrantees must account for all other project income derived at any time, in whole or in part, from the use of grant funds or from the conduct of the grant project, including but not limited to sale of publications, royalties, registration fees, or service charges.

A. Such other project income received by the Subgrantee prior to the termination of the grant period of this grant award, including any extensions thereof, shall:

- 1) be added to funds committed to the project by CCCJ and the Subgrantee and be used to further eligible program objectives, or
- 2) be deducted from the total project costs for the purpose of determining the net costs on which the federal share of costs will be based.

B. Such other income received by the Subgrantee after the end of the grant period of this grant award, including any extensions thereof, shall:

- 1) be used to further eligible project objectives if possible, even though federal funding for the project has terminated, or
- 2) to the extent such other income is not used to further eligible project objectives, and the federal share thereof exceeds \$200, be applied in such manner as may be agreed upon by the State of California and the Subgrantee, and in such event an appropriate representative of the State of California and of the Subgrantee shall meet and confer for the purpose of reaching such an agreement. In the absence of any other specific agreement between the State of California and the Subgrantee, any such amounts of project income shall be paid to the State of California. The federal share of all project income shall be computed on the same ratio as the federal share of the total project cost during the grant period of this grant award.

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12. **Income from Other Sources.** All income from other sources received during the grant period, such as contributions, donations or funds from other grant programs, must be accounted for and reported to CCCJ. No other federal funds will be received or used for the portions of the project funded by CCCJ and the Subgrantee must so certify.

13. **Maintenance and Retention of Records.**

A. Records shall be maintained in an orderly manner and shall be available for audit purposes to CCCJ, LEAA, or the Comptroller General of the United States or their authorized representatives. Subgrantees shall protect records adequately against fire or other damage.

B. The Subgrantee shall retain such records as CCCJ shall reasonably require, in accordance with the CCCJ *Fiscal Affairs Manual* and such regulations as may be issued hereafter, to time to CCCJ. Records must be retained for a period of at least three years. The retention period starts from the date of the submission of the final expenditure report. This three-year retention period is qualified as follows: 1) records for nonexpendable property acquired with grant funds shall be retained for three years after its final disposition; 2) when records are transferred to CCCJ, the three-year retention requirement is not applicable to the Subgrantee; 3) records must be retained beyond the three-year period if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily; if an audit is completed and the findings are resolved prior to the three-year period, records will be retained until the end of the three-year period. If the three-year period has passed and no audit has been initiated, the records will be retained in accordance with local law. If local law requires a longer period of record retention, access to the records will be allowed as set forth in subparagraph 13.A. above; 4) CCCJ or LEAA may request transfer of certain Subgrantee records to CCCJ or LEAA custody from the Subgrantee when it is determined that the records possess long-term retention value.

14. Inspection and Audit. The CCCJ and LEAA, the Department of Justice of the United States, or any of their duly authorized representatives, or their agents, for purposes of the grant, shall have the right to inspect for any books, documents, records and other data of the Subgrantee, and to the records, books and documents of the Subgrantee's contractors, as provided in Section 591 of the Safe Streets Act. A subpoena to this effect will be issued and in all agreements or other arrangements for employment of the project.

15. Title to Property. Title to property acquired in whole or in part with grant funds shall vest in the Subgrantee, subject to divestment at the option of CCCJ. Said option shall be exercised within 120 days after the end of the grant period or termination of the grant by giving written notice to the Subgrantee and in accordance with the provisions of the CCCJ Fiscal Affairs Manual and other regulations of CCCJ. Subgrantees shall exercise due care in the use, maintenance, protection and preservation of all such property during the period of project use.

16. Copyrights and Rights in Data. Where activities supported by this grant produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representations and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the CCCJ and the LEAA shall have the right to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If the material is subject to copyright, the Subgrantee may copyright such, but the CCCJ and the LEAA shall have a royalty free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The Subgrantee shall include this condition in all contracts of employment, consultant's agreements, and contracts, which will be paid for in whole or in part out of grant funds made available by this grant award.

17. Publications. CCCJ and LEAA shall have the right to require the Subgrantee or its contractors not to publish, and the Subgrantee or its contractors thereupon shall refrain from publishing original books, manuals, films or other copyrightable material produced by activities supported by this grant award, whether copyrighted or not, that may be designated by either the CCCJ or the LEAA. Such right shall be exercised by addressing written notice to that effect to the project director and the Subgrantee, and to the contractor in the case of a publication notice from the contractor. Before publishing any materials produced by activities supported by this grant award, the Subgrantee or its contractor shall notify LEAA and CCCJ 60 days in advance of any such publication. If CCCJ and LEAA fail to exercise the right to prohibit publication as set forth above within 60 days of the receipt of the notice of intent to publish, the Subgrantee or the contractor may publish said material. The Subgrantee or its contractor shall furnish to CCCJ 20 copies of the materials so published. Any publication by the Subgrantee or its contractor shall include on the title page the following standard disclaimer: "The preparation of these materials was financially aided through a federal grant from the Law Enforcement Assistance Administration and the California Council on Criminal Justice under the Omnibus Crime Control and Safe Streets Act of 1968, as amended. The opinions, findings, and conclusions in this publication are those of the author and are not necessarily those of CCCJ or LEAA. CCCJ reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials, and to authorize others to do so." **Micro Fiched**

18. Patents. If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the Subgrantee shall refer the discovery or invention to CCCJ. The Subgrantee hereby agrees that determinations of rights to inventions made under this grant shall be made by LEAA, or its duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the LEAA, or its duly authorized representative, shall be accepted as final. In addition, the Subgrantee agrees and otherwise recognizes that the CCCJ and the LEAA shall acquire at least an irrevocable, non-exclusive, and royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The Subgrantee shall include this condition in all contracts of employment, consultant's agreements, and contracts, which will be paid for in whole or in part out of grant funds made available by this grant award. The Subgrantee in his final report shall identify any such discovery or invention or shall certify that there are no such inventions or discoveries.

19. Assurance of Compliance with Civil Rights Laws.

A. The Subgrantee hereby assures that it will comply and will insure compliance by its contractors with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the Department of Justice (28 CFR 42) and the LEAA thereunder issued pursuant to that title to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this grant award or under any project, program, or activity supported by this grant. The Subgrantee further will comply with and insure compliance by its contractors with Justice Department Equal Employment Regulation in federally assisted programs (28 CFR Part 42, Subpart D) to the end that employment discrimination in such

programs are the property of CCCJ and shall remain the property of CCCJ. As required by Section 203(c) of the Safe Streets Act, this grant number shall not be considered to require the submission of grant proposals or requests for any particular program, activity or other program to achieve equal outcomes or eliminate racial imbalances in a law enforcement agency. The Subgrantee recognizes the right of the United States to seek judicial enforcement of the Safe Streets Act and discrimination and will include a similar covenant in its contracts asserting the right of the United States to seek such judicial enforcement.

- B. If this grant award provides for payment to the Subgrantee in excess of \$10,000, the Subgrantee shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as supplemented. The Subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of equal employment.
20. **Government Not Obligated to Third Parties Other Than Subgrantees.** The Subgrantee may procure from third parties materials, supplies, services, or equipment for the conduct of the grant project, provided that such procurement complies with the minimum procurement standards set forth in the CCCJ *Fiscal Affairs Manual* and applicable federal regulations when such procurement contracts are not contrary to law and do not violate any of the other conditions of this grant award. Neither LEAA nor CCCJ shall be obligated or liable to any party other than the Subgrantee and only in accordance with the terms and conditions of this grant award.
21. **Third Party Contracts.**
- A. If the Subgrantee procures goods, services, or materials to perform any portion of this grant award, the Subgrantee shall enter into a written contract for such procurement (hereafter designated as a "third party contract"). Any contract entered into by the Subgrantee in connection with performance of this grant award shall provide that the Subgrantee will retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these grant conditions and all other requirements applicable to the Subgrantee in the conduct of the project.
 - B. All third party contracts in an amount in excess of \$100,000 will not be considered an allowable cost item unless prior written approval is obtained from CCCJ for each of the following:
 - 1) The request for proposal or other similar document constituting an invitation to bid, the bid conference and the bidder's oral presentation; or
 - 2) Negotiated bids or waiver of competitive bidding; and
 - 3) The written proposal submitted by the successful bidder; and
 - 4) The contract executed between the Subgrantee and the contractor.
 - C. CCCJ will select, in a manner it shall determine, approximately 10% of the total number of all third party contracts in an amount in excess of \$10,000 but less than \$100,000, and the contracts so selected shall be subject to prior written approval of CCCJ as required in subparagraph B. of this paragraph for third party contracts in an amount over \$100,000. A Subgrantee whose contract is selected as one of this group of contracts will be promptly notified in writing by CCCJ.
 - D. All third party contracts to be executed by Subgrantees who are private agencies and which require payment in excess of \$10,000, must first obtain written approval from CCCJ of the proposal or other bid submitted by the successful bidder and of the contract executed between the Subgrantee and the contractor.
 - E. Approval in advance by CCCJ of any third party contract is not intended to be, and will not constitute, a waiver of any other provision or right of CCCJ provided in this grant award.
22. **Termination of Funds.**
- A. This grant may be terminated, or funds recovered, or fund payments discontinued by CCCJ or LEAA where either finds a substantial failure to comply with the terms and conditions of this grant award, or of the Safe Streets Act and the regulations promulgated thereunder. Any such termination shall become effective after written notice to the Subgrantee and shall be subject to the applicable review procedures pursuant to Sections 203(f), 509, 510, or 511 of the Safe Streets Act.

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- B. If for any reason the Federal government terminates its grant to CCCJ or fails to pay the full amount of the grant award it has made to CCCJ, the grant award may be terminated or reduced in the discretion of CCCJ, provided, however, that no such reduction or termination shall be with respect to costs already incurred by the Subgrantee to the extent that Federal grant funds are available to CCCJ for payment of such costs. No liability shall, in any event, be incurred by CCCJ or by the State of California under this grant award beyond monies available for the purposes thereof.
- C. If, as a result of the conduct of the project pursuant to this grant award, CCCJ has made a final audit recovery demand for the return to it from the Subgrantee of any funds awarded by this grant, CCCJ may, in its sole discretion, refuse to execute subsequent grant awards to the Subgrantee, or terminate or discontinue fund payments under this or any other grant award from CCCJ to the Subgrantee until the demand is satisfied.
23. **Conflict of Interest.** No official or employee of a state or unit of local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for ruling or other determination, contract, grant, claim, controversy, or other particular matter in which LEAA funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest. Officials or employees of state or local units of government and non-government subgrantees shall avoid any action which might result in, or create the appearance of: 1) using his official position for private gain, 2) giving preferential treatment to any person, 3) losing complete independence or impartiality, 4) making an official decision outside official channels; or 5) affecting adversely the confidence of the public in the integrity of the government or of the program.
24. **Criminal Penalties.** The Safe Streets Act provides, in part, as follows: "Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001, of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, United States Code."
25. **Public Availability of Information.** The Subgrantee and its contractors shall comply with the requirements of Sections 6250-6260 of the Government Code of the State of California and LEAA Guideline Manual M4100.1A relating to the availability to the public of identifiable records or other documents that are pertinent to the receipt or expenditure of grant funds and the availability of records of the votes of planning councils, including dissenting member's votes. The Subgrantee shall comply with the public accessibility to meetings requirement of LEAA Guideline Manual M4100.1A. The Subgrantee will include in any contract involving grant funds a condition requiring the contractor to comply with the requirements of this paragraph.
26. **Communications Equipment or Systems.** If the grant project involves communications equipment or systems and there is a need for use of additional radio frequencies beyond those currently available to the Subgrantee, the Subgrantee assures CCCJ that such radio frequency support is feasible and the Subgrantee understands that the grant for acquisition of such equipment is conditioned on the Subgrantee actually securing or showing the availability of the needed frequency support.
27. **College and University Special Condition.** No part of the funds appropriated under this grant award shall be used to provide a loan, a grant, the salary of, or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at or doing research at an institution of higher education who has engaged in conduct on or after August 1, 1963, which involves the use of or for the assistance of others in the use of force or the threat of force of the seizure of property under the control of an institution of higher education, to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials or students in such institution from engaging in their duties or pursuing their studies at such institution.
28. **Technician and Equipment Pools.** If this grant award deals with any equipment or technicians similar in nature and function to those available in any pools of such equipment or technicians existing in the Department of Justice of the State of California, the Subgrantee agrees whenever possible to fully utilize any such pools.

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20. Conditions Applicable to Part E Grants. If a grant under this grant project is to support Part E funds, the following conditions apply:

- A. The total cost of Part E grants and other program costs may be transferred to private entities, profit-making or otherwise, even though these may be subject to the documentation of Part E efforts including the purchase of services and Part E funds and property will not be devoted to other than correctional uses.
- B. Subgrantees of Part E funds assure that personnel standards and programs of the institutions and facilities will reflect advanced practices.
- C. To insure that Subgrantees are engaging in projects and programs to improve the recruiting, organization, training, and education of personnel employed in correctional activities, including those of probation, parole and rehabilitation, the following minimum requirements shall be met in Part E grants: (1) At least 80 hours recruit training, at entry into duty or during the first year of tenure, for both guards, correctional officers, probation and parole officers, and (2) At least 20 hours of in-service or refresher training per year for all such correctional personnel with more than one year of tenure.

20. Grants for Computerized Systems. If any portion of this grant involves the establishment, maintenance or upgrading of a computerized system, the Subgrantee agrees:

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- A. To ensure that adequate provisions are made for system security, the protection of individual privacy and the assurance of integrity and accuracy of data collection. Within 90 days of receipt of award, the Subgrantee shall submit to CCCJ a plan for insuring the security of information maintained in the system and measures providing for consideration of the rights of privacy. The Privacy Search Section of Report No. 2 (Security and Privacy Considerations in Criminal History Information Systems) shall be used as a guide.
 - B. To coordinate development of the program with any comparable multi-state effort to secure the benefits of exchange of data and the use of standard reporting formats and definition, to enhance the benefits and potentials of its information systems facilities and provide needed interface with National Criminal Justice Information Systems.
 - C. That all computer software produced under this grant will be made available to LEAA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration, of any manufacturer.
 - D. To provide a complete copy of documentation to the applicable Regional Office (unless the Regional Administrator of that office has waived the requirement) and a complete copy to the Systems Development Division, Office of Criminal Justice Assistance, Law Enforcement Assistance Administration. Documentation will include but not be limited to System Description, operating instructions, User Instructions, Program Maintenance Instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.
 - E. That whenever possible, all application programs will be written in ANS COBOL in order that they may be transferred readily to another authorized user. Where the nature of the task requires a suitable programming language, ANS FORTRAN may be used.
 - F. To avail itself, to the maximum extent practicable, of computer software already produced and available without charge and to insure that reasonable effort is extended in this area, LEAA publications and Regional Systems Specialist should be consulted.
31. Clean Air Act Violations. In accordance with the provisions of the Clean Air Act, 42 U.S.C. 1857, et. seq., as amended by P.L. 91-604; and Executive Order 11602, the Subgrantee agrees contracts will not be made with parties convicted of any offense under the Clean Air Act.
32. Use of Airplanes and Helicopters. Airplanes and helicopters purchased in whole or in part with grant funds must be used for the purposes stated in this grant award and may not be used for non-law enforcement purposes by state or local officials.

31. **Edismond Report.** The Subgrantee agrees that any and all work on the basis of any information received on, in, through the receipt of, or by means of any confidential source or source furnished in whole or in part in accordance with this grant award will be given the same status as set forth in Type IX, Section 901(c) of W.L. 42-112.
34. **Identification of Source of Material.** All published material and written reports submitted under this grant award or in connection with contracts under this grant award must be properly identified unless otherwise specifically provided in this grant award agreement. If any material not originally developed is included in a report or other published material, the source of such material must be identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.
35. **Notices.** All written notices pursuant to this grant award shall be given by addressing the same as follows and depositing the same in the U.S. mail, postage prepaid:

CCCJ: Robert H. Lawton, Executive Director
California Council on Criminal Justice
7171 Euclid Drive
Sacramento, California 95823

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Subgrantee: To the Subgrantee named on the face sheet hereof at the address stated therein.

Project Director: To the project director named on the face sheet hereof at the address stated therein unless written notice of any change therein has been received from the Subgrantee prior to the time said notice is to be given, in which event, said notice shall be sent in accordance with said written changes.

Nothing herein contained shall preclude the giving of any notice by personal service. The address to which notice shall be mailed as set forth above to either party may be changed by written notice given by such party in the manner set forth above.

36. **Amendments.** No alteration or variation of the terms of this grant award shall be valid unless made in writing and signed by CCCJ and the Subgrantee, and no oral understanding or agreement not incorporated herein shall be binding on either CCCJ or the Subgrantee.

FILED

JAN 21 1974

LAURENCE P. HODGSON, Clerk

By *Richard Hodgson*
Deputy

1 AGREEMENT NO. 74-7

2 (Agreement for Planning and Architectural Services
3 for ELKHORN REGIONAL PARK)
4

5 THIS AGREEMENT made and entered into this 21st day of
6 January, 1974, by and between the COUNTY OF YOLO, a political sub-
7 division of the State of California, hereinafter called COUNTY,
8 and VTN, Engineers, Architects, Planners, a corporation, herein-
9 after referred to as CONTRACTOR,

10 W I T N E S S E T H:

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11
12 RECITALS:

- 13 1. COUNTY has acquired certain parcels of real property for the
14 construction and development of a park and recreation area,
15 and marine facility, generally known as Elkhorn Regional Park.
16 2. COUNTY anticipates receipt of funds for said development at a
17 future date uncertain.
18 3. Said project is of sufficient scope, magnitude and complexity
19 as to require detailed long range planning, design, and
20 analysis.
21 4. CONTRACTOR represents that it has expertise and experience in
22 the planning, designing and analysis of such recreational
23 facilities, upon which representation COUNTY relies in enter-
24 ing into this agreement.
25 5. CONTRACTOR has submitted a written statement of services pro-
26 posed to be rendered herein, which proposal is incorporated
27 herein by reference thereto designated Exhibit "A".
28 6. The parties hereto have prepared a map or sketch of the boun-
29 daries of the said area and said project, a copy of which is
30 attached hereto, and incorporated herein by reference thereto,
31 and designated as Exhibit "B" herein.

32 NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE

1 AS FOLLOWS:

- 2 1. CONTRACTOR shall perform all services as defined and set forth
3 in Exhibit "A" for the project described therein and in
4 Exhibit "B".
- 5 2. For said services, COUNTY shall pay to CONTRACTOR a total fee
6 not to exceed the sum of FOUR THOUSAND NINE HUNDRED (\$4,900)
7 DOLLARS. Said sum shall be paid in monthly increments upon the
8 submission of a statement to COUNTY setting forth the services
9 rendered, approved in writing by the Director of the Parks
10 Department of COUNTY, and computed per the schedule in Exhibit
11 "A".
- 12 3. CONTRACTOR undertakes to perform the services described herein,
13 and complete said Master Plan as described herein within three
14 (3) months of written authorization to proceed with said
15 project signed by the Director of the Parks Department of
16 COUNTY.
- 17 4. Upon the completion of said Master Plan, CONTRACTOR shall
18 furnish and deliver to COUNTY copies of all written material
19 developed or obtained by CONTRACTOR, including working papers
20 and drawings, pertaining to or arising out of its work herein-
21 described, and 20 copies of completed Master Plan.
- 22 5. That in addition to the services described in Exhibit "A",
23 CONTRACTOR shall make not less than three presentations of
24 the Master Plan at public meetings or hearings, as requested
25 by the Director of the Parks Department of COUNTY.
- 26 6. Either party to this agreement may cancel same upon thirty
27 (30) days' written notice mailed to the other. All notices
28 to be given to the parties shall be given by United States
29 mail, postage prepaid, and addressed as follows:

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31 /////
32 /////

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COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California

CONTRACTOR:

VTN, ENGINEERS, ARCHITECTS, PLANNERS
555 Capitol Mall, Suite 445
Sacramento, California 95814

Upon such cancellation or termination, COUNTY shall pay CON-
TRACTOR for services rendered by CONTRACTOR to date of can-
cellation.

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IN WITNESS WHEREOF, the parties hereto have executed
this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

BY W E Shuman
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

VTN, ENGINEERS, ARCHITECTS, PLANNERS,
a corporation

BY Carl E. Shuman
VICE PRESIDENT

(SEAL)

EXHIBIT "A"

I. INTRODUCTION

VTN is pleased to submit this proposal to master plan a potential marina facility along the Sacramento River. We understand that Yolo County is interested in constructing water-oriented facilities on County-owned land (Elkhorn Regional Park) to allow picnicking, launching, boat storage, and boat repairs. We further understand that the County desires to retain much of the natural wildlife habitat which exists at this site, limiting the development area accordingly.

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VTN's approach will be based upon collection of appropriate data relating to engineering and environmental constraints on the site; review of other marina developments on the Sacramento River, and on investigation of potential funding sources. Selection and layout of component facilities of the marina will be based on the County's needs and desires, pertinent data, and the consultants' experience in similar developments. The Master Plan will be presented in a booklet in both graphic and textual form.

II. WORK PROGRAM

A. Research

VTN will obtain available documents relating to the Sacramento River and the adjacent area in Yolo County. Agencies to be contacted will include the Corps of Engineers, the State Reclamation Board, State Lands Commission, Department of Water Resources, Sacramento

County, and the Sacramento Northern Railway. Since the Sacramento River is subject to fluctuations in flow rate and, therefore, changes in depth, investigations will include discussions with the appropriate agencies to determine potential flood levels, the probability of their occurring and the possible effects on a marina. Published data on stability of soils in the area will also be reviewed in terms of any significant impact on construction feasibility and cost.

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VTN will visit other marina developments along the Sacramento River to develop additional background information for the planning.

B. Planning

Based on data developed in the research phase, the desires and needs of Yolo County, and the experience of the VTN staff in similar developments, component facilities will be selected. These will be oriented on the site in conformance with engineering constraints and environmental requirements. Construction costs will be estimated, and potential financing sources investigated and evaluated.

The Master Plan will be presented in a booklet together with text describing pertinent data and financing recommendations. The Master Plan will be submitted within 3 months of authorization to proceed.

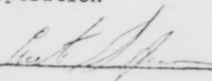
SCHEDULE OF HOURLY RATES

<u>Job Title</u>	<u>Hourly Rates</u>	
Principal	\$35.00	
Director of Recreational Services	35.00	
Registered Engineer	30.00	
Registered Landscape Architect	28.00	
Environmental Scientist	26.00	
Planner/Economist	25.00	Micro Fiched
Designer	22.00	
Draftsman	20.00	

CONTRACTOR -

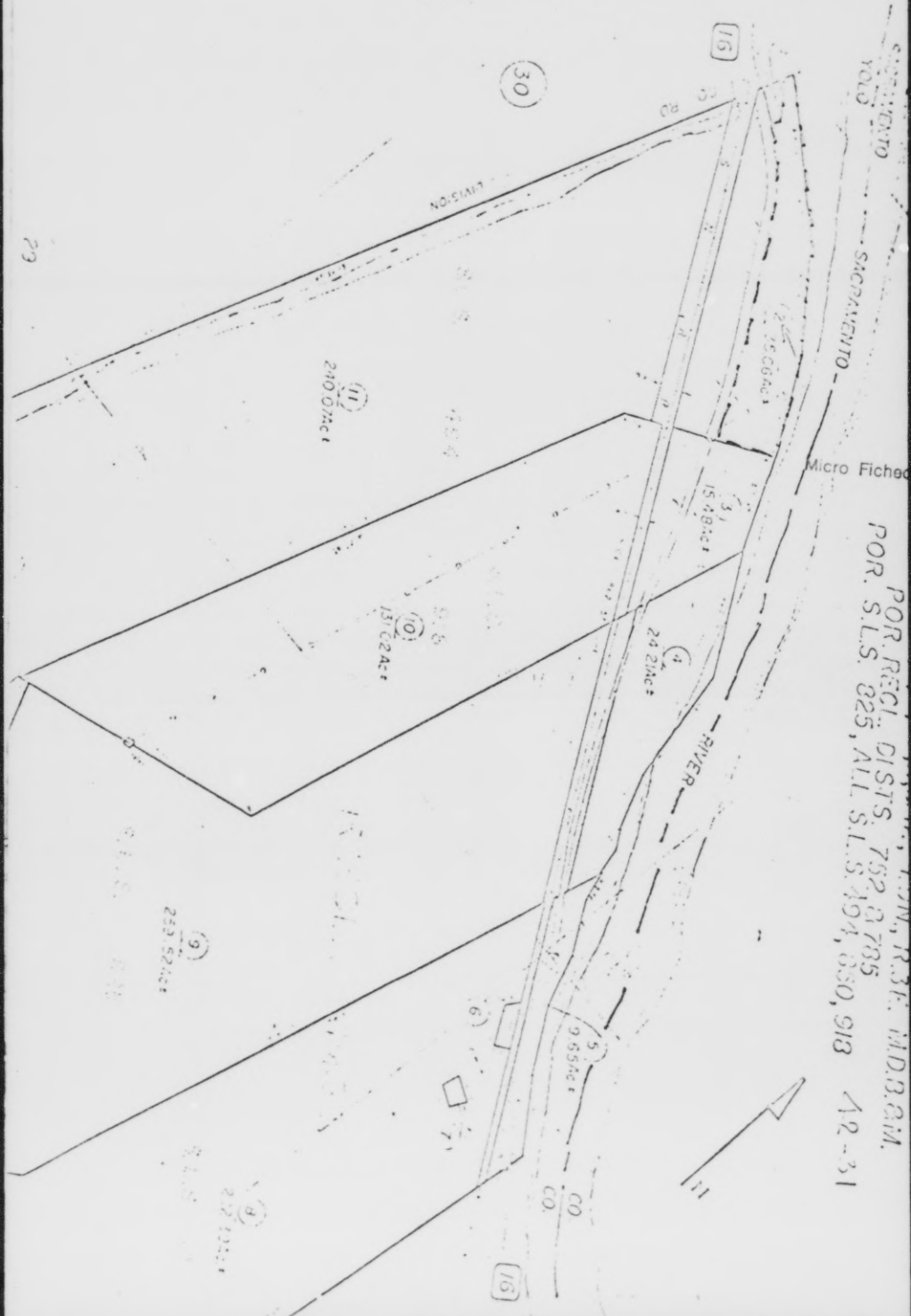
VTN, ENGINEERS, ARCHITECTS, PLANNERS,
a corporation

BY



DATE: January 21, 1974

EXHIBIT 3 (1)



POR. RECL. DIST. 752 & 785
 POR. SLS. 825, ALL SLS. 3494, 850, 918 42-31

TAX
WOODLAND SCH DIST

EXHIBIT 3 (2)

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FILED

JAN 21 1974

LAURENCE P. HENIGAN, Clerk

By PETE B. LUCAS
Deputy

AGREEMENT NO. 74-8

(Agreement for Planning and Architectural
Services for CANYON REGIONAL PARK)

THIS AGREEMENT made and entered into this 21st day of
January, 197 4, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
called COUNTY, and CREATIVE PLANNING AND MANAGEMENT, INC., a
corporation, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY has acquired certain parcels of real property for the construction and development of a park and recreation area, generally known as CANYON REGIONAL PARK.
2. COUNTY anticipates receipt of funds for said development at a future date uncertain.
3. Said project is of sufficient scope, magnitude and complexity as to require detailed long range planning, design, and analysis.
4. CONTRACTOR represents that it has expertise and experience in the planning, designing and analysis of such recreational facilities, upon which representation COUNTY relies in entering into this agreement.
5. A statement of the services to be rendered hereunder, based upon a proposal by CONTRACTOR, is incorporated herein by reference thereto, and designated as Exhibit "A".
6. The parties hereto have prepared a map or sketch of the boundaries of the said area and said project, a copy of which is attached hereto, and incorporated herein by reference thereto, and designated as Exhibit "B" herein.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE
AS FOLLOWS:

- 1 CONTRACTOR shall perform all services as defined and set forth
2 in Exhibit "A" for the project described therein and in
3 Exhibit "B".
- 4 2. For the services described in Sections A, B and C of Exhibit
5 "A" COUNTY shall pay to CONTRACTOR a sum not to exceed FIVE
6 THOUSAND (\$5,000) DOLLARS, and based upon hourly rates for
7 services actually rendered, and the following formula:
- 8 Designer - Architect Principal Time - \$25 per hour
9 Technician - Draftsman Time - \$15 per hour
10 Travel by Private Auto - 15¢ per mile
11 Blueprinting - Actual Cost (no extra fee for coordination,
12 etc.)
13 Materials - Cost included in hourly fees.
- 14 3. For the preparation and drafting of the working drawings, des-
15 cribed in Section D of Exhibit "A", COUNTY shall pay to CON-
16 TRACTOR a sum not to exceed FIVE THOUSAND (\$5,000) DOLLARS on
17 the basis of services actually rendered and the formula set
18 forth in Section 2 herein.
- 19 4. That payment for all services rendered hereunder, not to exceed
20 TEN THOUSAND (\$10,000) DOLLARS, shall be made in monthly incre-
21 ments upon submission to COUNTY by CONTRACTOR of statement of
22 services rendered to date, approved in writing by the Director
23 of Parks of COUNTY, and computed on the basis of the above
24 stated formula.
- 25 5. CONTRACTOR undertakes to perform the services described herein,
26 and complete said Master Plan as described herein, and deliver
27 to COUNTY twenty (20) copies thereof, within three (3) months
28 of written authorization to proceed with said project signed
29 by the Director of the Parks Department of COUNTY.
- 30 6. Upon the completion of said Master Plan, CONTRACTOR shall
31 furnish and deliver to COUNTY copies of all written material
32 developed or obtained by CONTRACTOR, including working papers
and drawings, pertaining to or arising out of its work herein-
described.

7. Either party to this agreement may cancel same upon thirty (30) days' written notice mailed to the other. All notices to be given to the parties shall be given by United States mail, postage prepaid, and addressed as follows:

COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CONTRACTOR:

CREATIVE PLANNING AND MANAGEMENT, INC. *Micro Fiched*
111 Capitol Mall
Sacramento, California 95814

Upon such cancellation or termination, COUNTY shall pay to CONTRACTOR a pro rata sum of said fee, based upon the amount of work done by CONTRACTOR to date of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY *W. E. Duncan*
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *John E. Lucas*
DEPUTY

(SEAL)

CREATIVE PLANNING AND MANAGEMENT, INC.,
a California corporation

BY *Edgar H. Carlson*
EDGAR H. CARLSON, President

(SEAL)

EXHIBIT "A"

STATEMENT OF SERVICES TO BE RENDERED BY CONTRACTOR

A. Compilation of Existing Conditions

Assemble data regarding the site and the surrounding area necessary for the preparation of a Land Use Plan.

1. Review existing lines, grades, vegetation, and any other pertinent items based upon available boundary and topographic data.
2. Analyze the surrounding area and the extent of any existing or proposed development. Micro Fiched
3. Identify existing or proposed utilities by type and location.
4. Identify the local and regional drainage characteristics affecting the site. Briefly review surface drainage and locate drainage provisions or opportunities.
5. Identify streets and highways which have an effect on the site. Evaluate site access to establish the capability of the existing streets to provide adequate site access.

B. Analysis of the Site

The purpose of this step is to evaluate the data compiled in Step A.

1. Analyze the suitability of various areas of the site to accomplish various functions, with particular attention paid to soil suitability, drainage, aesthetics, maintenance, etc.
2. Establish design criteria. To properly plan the land usage within the park. The role of the park in the County's park and recreation system must be established.
3. Determine the appropriate facilities needed to carry out the desired functions of the site. Preliminary plans will be developed showing alternatives and will be used to refine ideas into recommendations.

C. Land Use Plan

1. A land use plan will be prepared which will show all the uses proposed in the park and their relationship to one another. The plan would include location and character of any trails, camping units, access and service roads, restrooms and water, scenic and natural areas, etc.
2. The final land use plan would be colored and of sufficient size and delineation for presentation purposes.

3. Cost estimates will be provided for developing the site as planned with a specified period of time.
4. During the course of its work, CONTRACTOR will maintain close communication with appropriate County representatives and groups, make formal presentations of plans to the Parks Advisory Committee and the Board of Supervisors.

D. Working Drawings

County shall receive from CONTRACTOR working drawings and specifications which are of adequate quality and quantity to construct the planned improvements. In this matter, CONTRACTOR shall provide the following services:

Micro Fiched

1. Preparation of working drawings, computation of quantities and cost, and construction specifications of adequate delineation for accurate construction.
2. All revisions required by County of final plans, working drawings, computations, and specifications prior to construction.
3. Twenty (20) copies of approved drawings, computations, and specifications shall be submitted to County for use prior to and during construction.
4. Consultation services will be provided as required by the County during construction so as to help insure proper installation of the respective improvements.
5. Preparation of classification memorandae and/or reports necessary to help explain the intent of working drawings and specifications.

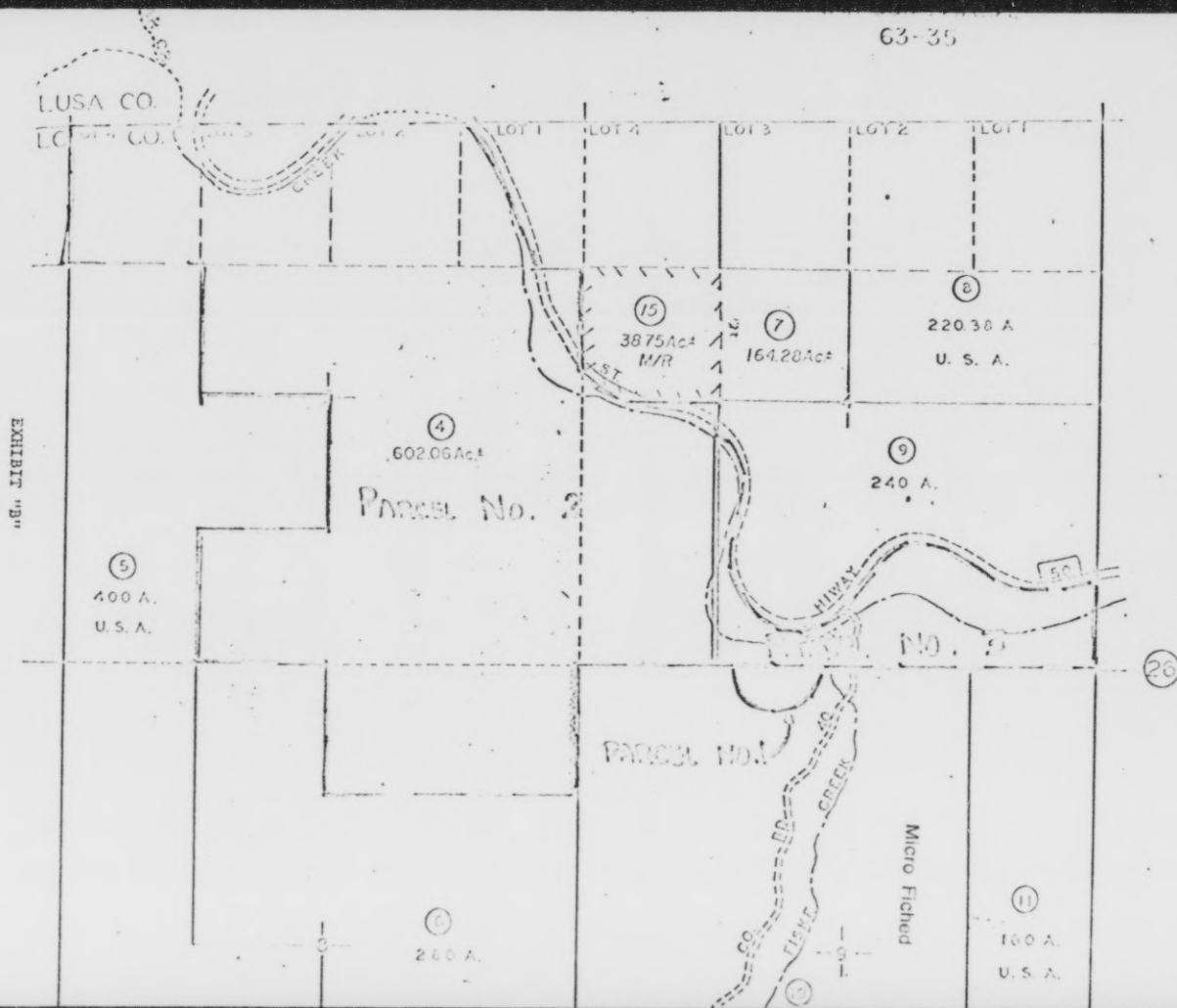
Working drawings, computations and specification may include but not be limited to:

- Grading and Drainage
- Concrete and Paving
- Irrigation
- Landscape Planting
- Lighting and Electrical

CONTRACTOR -

BY

Edgar A. Lohr, President





*Sacramento Regional Manpower
Planning Commission*

CLINT 423, 623 8TH ST. SACRAMENTO, CALIFORNIA 95811
(916) 447-0171

December 27, 1973

Micro Fiched

COMMISSIONERS

Frank W. Comarsh
(Chairman)

Henry Lamom
(Vice Chairman)

Robert Black
Arthur H. Edmonds
Eugene T. Gualco
Franklin K. Lane
Michael Lee
George McFeely
Jim Pharris
Baron M. Reed
Anne Rudin
Mark Tetrault

James A. Barnes
(Exec. Director)

YOLO COUNTY
AGREEMENT NO. 74-9

Mr. Floyd Edwards
Regional Manpower Administrator
U. S. Dept. of Labor
450 Golden Gate Avenue, Box 36084
San Francisco, CA 94102

Dear Mr. Edwards:

We are forwarding to you Amendment #1 to the Sacramento-Yolo
FY 1974 Manpower Plan.

This amendment has been reviewed and approved by the
Manpower Area Planning Council. Local elected officials
and their representatives have been involved in the
review and approval of this amendment and concur.

If you have questions concerning the changes contained
in the amendment, please call Peter Hill of the MAPC
staff at (916) 447-9171.

Thank you.

JURISDICTIONS

El Dorado County
City of Placerville

Placer County
City of Auburn
City of Colusa
City of Lincoln
City of Rockville
City of Roseville

Sacramento County
City of Sacramento
City of Folsom
City of Galt
City of Isleton

Sutter County
City of Live Oak
City of Yuba City

Yolo County
City of Davis
City of Winters
City of Woodland

Yuba County
City of Marysville
City of Wheatland

Approved as to Form

Dated

County Council of Yolo County

Sincerely yours,

Richard Marriott
RICHARD MARRIOTT, Mayor
City of Sacramento

E. Henry Kloss
E. HENRY KLOSS, Chairman
Board of Supervisors
County of Sacramento

Wm. E. Duncan
Wm. E. Duncan, Chairman
Board of Supervisors
County of Yolo

RM/JES/AHE/PH/dc

Enclosure

FILED

DEC 21 1974

LAURENCE P. HENIGAN, Clerk
Laurence P. Henigan
Deputy

SACRAMENTO-YOLO MARIPOSA AREA PLANNING COUNCIL

AMENDMENT #1: FY 1974 Plan

The following changes constitute Amendment #1:

1. On Page 5:

Make pen and ink changes to the first paragraph,
as follows:

MDTA Institutional - HRD/Dept. Education	
108 Trainees	\$427,000

Micro Fiched

54 Mechanical Cluster	-208,536
-----------------------	----------

6 Service Cluster	- 21,384
-------------------	----------

40 Clerical Cluster	-168,480
---------------------	----------

8 Individual Referrals	- 28,600
------------------------	----------

2. Delete Pages 10, 11, 12. (Format #3).

Insert Revised Pages 10 and 11,
Revised Format #3.

3. Delete Page 27, (Format #4).

Insert Revised Page 27,
Revised Format #4.

4. Delete Page 28, (Summary).

Insert Revised Page 28,
Revised Summary.

SACRAMENTO MAPC
FY 1974 HOMETOWN PLAN
SUMMARY

Total Resources
Available - \$2,896,460

PROGRAM	SPONSOR	(estimated) FY 1973	TOTAL FY 1974	Micro Fiches	
				(\$/slot)	SLOTS
NYC II O/S	SAEOC	241,500	269,500	(3,500)	77
NYC I O/S	Woodland School D.	56,600	62,000	(3,100)	20
NYC I O/S	Washington School D.	56,680	62,000 393,500	(3,100)	20
NYC I/S	Washington School D.	14,370	15,960	(760)	21
NYC I/S	Sacramento School D.	139,935	174,800	(760)	230
NYC I/S	Woodland School D.	12,120	12,920 203,680	(760)	17
NYC Summer	SAEOC	439,322 ^{1/}	409,475	(435)	942
NYC Summer	Washington School D.	77,723 ^{1/}	72,100	(435)	166
NYC Summer	Woodland School D.	62,201 ^{1/}	57,855	(435)	133
NYC Summer	Sacramento City School D.	320,367 ^{1/}	297,850 837,280	(435)	685
New Careers	Sacramento Concilio	519,537	450,000	(5,294)	85
Hometown Plan	Greater Sacto. Plan	35,000	60,000	(389)	154 ^{2/}
MDTA Inst.	HRD	412,034	427,000	(4,797)	89
54	Mechanical Cluster		208,536	(36-52 wks)	54
6	Service Cluster		21,384	(26 wks)	6
40	Clerical Cluster		168,480	(52 wks)	40
8	Individual Referrals		28,600	(52 wks)	8
108			\$427,000		108
JOP REGULAR (MDTA Low-Support)		510,000	525,000	(2,100)	213
				(15% administration)	

^{1/} FY 1972

^{2/} Placements

FUNDING: 401 2-000 FISCAL: 1974 MDTA Init.		IX	STATE: California	CAMP AREA: Sacramento/Yolo
FUND, LOCATION OF FUND: Mechanical Cluster Sacramento Skill Center				PROJECT START & END DATES: 12/12/73 - 6/30/74
I. FY 1973 PLANNING INDICATORS*				7/1/73 to 12/31/73
1. Actual Previous Years Funds				N/A
2. FY 1973 Actual Collections				N/A
3. Actual Total Availability (1+2)				N/A
4. Authorized Enrollment Level (Current Capacity)				N/A
5. Actual Costs				N/A
6. No. of Individuals Served (17+18)				N/A
7. No. of Individuals Placed in Unsubsidized Employment				N/A
8. Total Terminations (9+10)				N/A
9. Total Completions				N/A
10. Total Early Terminations				N/A
11. Participation Rate (18+4)				N/A
12. Early Termination Rate (10+6)				N/A
13. Holding Rate (CEP & WIN) (20+8)				N/A
14. Placement Rate 4/ (CEP & WIN: 7+6) (MDTA: 7+5) (7+8)				N/A
15. Completion Rate (9+8)				N/A
16. Cost per Placement 3/ (5+7)				\$ N/A
ADDITIONAL ITEMS (OPTIONAL):				
17. Enrollees on Board 6/30/72				Micro Fished N/A
18. Current Enrollment				N/A
19. New Enrollees				N/A
20. Discharge / per / 100%				N/A

II. FY 1974 PLANNING INDICATORS	FY 1974 ANNUAL PLAN				
1. Est. Previous Years Funds as of 6/30/73*	0				
2. FY 1974 New Resources	208,536				
3. Total Resources Available (contract) (1+2)	208,536				
4. A. 6/30/73 Enrollment*	0				
B. FY 1974 New Enrollees	54				
C. Estimated On-Board 6/30/74	0				
5. Est. FY 1974 Costs**	208,536				
6. Total Indiv. to be Served FY 1974 (4A+4B)	54				
7. Total Ind. to be Placed in Unsub. Empl.	43				
8. Planned Terminations (6+4C)	54				
9. Planned Completions	43				
10. Planned Early Terminations (8+9)	11				
III. FY 1974 PLANNING STANDARDS		National Standard	Regional Standard	State Goal 1/	Area Goal 2/
11. Planned Participation Rate	00 %	?	?	?	?
12. Planned Early Termination Rate (10+6)	20 %	?	?	?	?
13. Planned Holding Rate (CEP & WIN)	N/A	15 %	?	?	?
14. Planned Placement Rate 4/	80 %	?	?	?	?
15. Planned Completion Rate (9+8)	80 %	?	?	?	?
16. Cost per Placement (5+7)	\$ 386.1	?	?	?	?

*To be filled in by Regional Office.

**To be developed in conjunction with ID staff.

1/ Determined by SMC in consultation with sponsors and ID staff.

2/ Determined by SMC or SMC in consultation with sponsors and ID staff.

3/ Because this is a single division of costs by placements for a six month period, the entry may be a gross distortion of the actual cost per placement over the entire length of the project.

4/ Calculation of the placement rate for line 4. CIP is line 7 + line 8; WIN is line 7 + 9; all other programs, 7 + 8.

PROJECT: 402, 2-000 REGION:		STATE: California		CAMP AREA:			
MDTA Insn.		IX		Sacramento/Valle			
NAME, LOCATION OF PROJECT:				PROJECT START & END DATES:			
Service Cluster - Sacramento Skill Center				12/12/73 - 6/30/74			
1. FY 1973 PLANNING INDICATORS							
1. Actual Previous Years Funds				N/A			
2. FY 1973 Actual Expenditures				N/A			
3. Actual Total Availability (1+2)				N/A			
4. Authorized Enrollment Level (Current Capacity)				N/A			
5. Actual Costs				N/A			
6. No. of Individuals Served (17+18)				N/A			
7. No. of Individuals Placed in Unsubsidized Employment				N/A			
8. Total Terminations (9+10)				N/A			
9. Total Completions				N/A			
10. Total Early Terminations				N/A			
11. Participation Rate (16+4)				N/A			
12. Early Termination Rate (10+6)				N/A			
13. Holding Rate (CEP & WIN) (20+18)				N/A			
14. Placement Rate 4/ (CEP & WIN: 7+6) (MDTA: 7+9) (7+8)				N/A			
15. Completion Rate (9+8)				N/A			
16. Cost per Placement 3/ (5+7)				N/A			
ADDITIONAL 1973 (OPTIONAL):				Micro Filled			
17. Enrollees on Board 6/30/72				N/A			
18. Current Enrollment				N/A			
19. New Enrollees				N/A			
20. Holding Rate 4/ 1973				N/A			
11. FY 1974 PLANNING INDICATORS							
1. Est. Previous Years Funds as of 6/30/73*				0			
2. FY 1974 New Resources				21,384			
3. Total Resources Available (contract) (1+2)				21,384			
4. A. 6/30/73 Enrollment*				0			
B. FY 1974 New Enrollees				6			
C. Estimated On-Board 6/30/74				0			
5. Est. FY 1974 Costs**				21,384			
6. Total Indiv. to be Served FY 1974 (4A+4B)				6			
7. Total Ind. to be Placed in Unsub. Enpl.				5			
8. Planned Terminations (6+4C)				6			
9. Planned Completions				5			
10. Planned Early Terminations (5-9)				1			
111. FY 1974 PLANNING STANDARDS							
				National Standard	Regional Standard	State Goal ^{1/}	Area Goal ^{2/}
11. Planned Participation Rate				0.0	?	?	?
12. Planned Early Termination Rate (10+6)				0.0	?	?	?
13. Planned Holding Rate (CEP & WIN)				N/A	15	?	?
14. Planned Placement Rate 4/				0.0	?	?	?
15. Planned Completion Rate (9+8)				0.0	?	?	?
16. Cost per Placement (5+7)				\$ 3,664	?	?	?

*to be filled in by Regional Office.

**to be developed in conjunction with ED staff.

^{1/} Interrelated by SMC in consultation with enrollees and ED staff.

^{2/} Interrelated by SMC in consultation with enrollees and ED staff.

^{3/} Because this is a simple division of costs by placement for a six month period, the entry may be a gross distortion of the actual cost per placement over the entire length of the project.

^{4/} Calculation of the placement rate for WIN & CEP is line 7 + line 6; for MDTA 7 + 9; all other programs, 7 + 6.

* ESTIMATES ONLY

PROGRAM

of

LOCAL AGENCY FEDERAL AID URBAN SYSTEM PROJECTS

in the

Yolo County*Local Agency*

Micro Fiched

Pursuant to the Federal Aid for Urban Systems Act (commencing with Section 2350 of the Streets and Highways Code) and Section 106 of the Federal-Aid Highway Act of 1970, the attached "Program" of Federal Aid Urban System Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Urban System Program which was entered into between the above named LOCAL AGENCY and the STATE on March 5, 1973, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 1 of Article II of the aforementioned agreement under authority of ~~XXX~~ County Resolution No. 74-10 approved by the ~~XXX~~ ~~XXXXX~~ Board of Supervisors on January 21, 1974 (See copy attached)

Yolo County*Local Agency***FILED**

JAN 21 1974

LAURENCE P. HENIGAN, Clerk

By Bailma Rodgers

Deputy

By W. E. Duncan

Title

Attest: LAURENCE P. HENIGAN

Clerk

By Pete E. Hunsaker

DEPUTY

Approved for State

R.J. DATEL

State Highway Engineer

By R. J. Dattel*Yolo County Liaison Engineer*

Division of Highways

Department of Public Works

5. Maximum Federal Funds presently available for the project are \$41,240. Should additional Federal Funds become available to the County this amount will, at the County's request, be increased to the amount available but not to exceed the maximum legal Federal prorata share with a corresponding decrease in the matching funds.
6. The availability of Federal Funds will be subject to meeting deadline and/or other conditions as may be imposed by the TOPICS Advisory Committee (Urban System).
7. In accordance with Section 86-3.01 of State Standard Specifications for testing controllers the Local Agency agrees to pay their share of the costs of testing.

Micro Fiched

PROGRAM
of
FEDERAL AID URBAN SYSTEM PROJECTS

EXHIBIT B

DATE: April 30, 1973

PROGRAM SUPPLEMENT NO.: 1

LOCAL AGENCY: Yolo County

Project No.	Location & Description	Total Cost	Federal Funds	Matching Funds*
M-5084(001)	In Yolo County, at West Sacramento, on Jefferson Boulevard at Merkley Avenue. Channelization and Signalization.		<u>PRELIMINARY ENGINEERING</u>	
		\$ 5,300	\$ 3,792	\$ 1,508
			<u>CONSTRUCTION ENGINEERING</u>	
		\$ 4,600	\$ 3,291	\$ 1,309
			<u>CONSTRUCTION</u>	
		<u>\$46,000</u>	<u>\$32,913</u>	<u>\$13,087</u>
		<u>\$55,900</u>	<u>\$39,996</u>	<u>\$15,904</u>

*Local Agency Funds unless otherwise specified

- Special Covenants or Remarks- 1. All maintenance involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by Yolo County at regular intervals or as required for efficient operation of the completed improvements.
- The State will prepare PS&E, advertise, award and administer the project. The County of Yolo will reimburse the State for their share of these costs.
 - The Local Agency's share of costs for the work requested to be performed by the State must be deposited with the State prior to the time funds are required to reimburse the contractor.
 - The actual funds for the project will be set up on the basis of contract prices after the bids for the work have been opened. In awarding, or agreeing to award the contract, the County agrees to use maximum Federal Fund participation and accepts any increase in Local Agency funds.

Micro Fiched

ORIGINAL

FILED

FEB 25 1974

LAURENCE P. HENIGAN, Clerk
Paula Rodgers

RECEIVED

FEB 25 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

AGREEMENT FOR MAINTENANCE OF TRAFFIC
SIGNALS AND INTERSECTION LIGHTING
ON STATE HIGHWAYS IN THE
COUNTY OF YOLO

THIS AGREEMENT, made and executed this 21st

day of January, 1974, by and between the
Department of Transportation of the State of California,
hereinafter called the "Department" and the County of Micro Fiched
Yolo hereinafter referred to as "County".

WITNESSETH:

RECITALS:

The parties, pursuant to the provisions of
Section 130 of the Streets and Highways Code, desire to
apportion the expense of maintenance of certain approved
traffic signals and highway lighting facilities at the
intersection of County roads and State Highways within the
County, and to arrange herein for the particular maintenance
functions to be performed by the County and the Department
and to specify the distribution of the costs of such
maintenance between the respective parties.

AGREEMENT:

This Agreement shall supersede all previous agree-
ments between Department and County with respect to maintenance
of traffic signals and intersection lighting.

1. The County will furnish service for or perform such maintenance work as is specifically delegated to it and the Department will furnish service for or perform the work not otherwise assigned to the County, all as shown in Exhibit "A" attached hereto.

2. Routine maintenance work to be performed will include patrolling, furnishing of electric energy and the necessary repairs or replacements as required to insure a satisfactory service. Installation of additional facilities is not a maintenance function under provision of this Agreement. Micro Fiched

3. The agency to perform the maintenance work or provide the required service shall be as indicated in said Exhibit "A". The percentage of costs to be borne by the agency performing the maintenance or providing the service shall be in accordance with that shown in said Exhibit "A".

4. It is agreed that estimated monthly rates shall be established for operation and maintenance of traffic signals and flashers based on cost per unit. The unit cost and monthly rate for work to be performed by the Department will include overhead and administrative charges in accordance with the State Administrative Manual. It is also agreed that an estimated monthly rate shall be established for maintenance and energy costs of each type of intersection light.

It is further agreed that said estimated monthly rates shall be revised or adjusted as of June 30th each year if necessary to insure an equitable annual cost.

It is agreed that the estimated monthly rates applicable to each intersection as shown on Exhibit "A" shall apply to the period July 1 through June 30.

5. TRAFFIC SIGNALS. The cost of maintenance and operation of traffic signal facilities at intersections of County roads and/or streets with the State Highways shall be shared between the Department and the County in the same ratio as the number of intersecting roads or streets under jurisdiction of the respective agencies bears to the total number of roads or streets within the particular intersection. Micro Fiched

6. HIGHWAY LIGHTING. Where highway lighting has been specifically approved at an intersection, the maintenance and energy costs thereon shall be shared between the Department and the County in the same ratio as the number of intersecting roads or streets under jurisdiction of the respective agencies bears to the total number of roads or streets within the particular intersection.

7. Bills for routine maintenance as defined above shall be submitted semi-annually on December 31st and June 30th of each year. Bills shall be in accordance with that shown on said Exhibit "A".

8. Extraordinary expense, such as for repair or replacement of extensive damage, shall be assessed directly against the particular installation involved. Billings for such costs shall be itemized as to materials, including service and expense, salaries and wages, and equipment rental.

9. LEGAL RELATIONS AND RESPONSIBILITIES: Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement for Maintenance. Micro Fiched It is also understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement.

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department

under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement.

10. This Agreement shall become effective this 1st day of July, 1973, and shall remain in full force and effect until terminated upon thirty days notice by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Micro Fiches

COUNTY OF YOLO

By

W. E. Duncan

Chairman, Board of Supervisors

LAURENCE P. HENCKS
County Clerk

John E. Lucas

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

R. J. DATEL
STATE HIGHWAY ENGINEER

Approved as to form and procedure:

* Attorney
Department of Transportation

By

Sam Helmer

District Director of Transportation

CHARLES R. MACK

County Attorney

By

Robert A. D. D.
Deputy

* Note: Approval by State's Attorney is not required unless changes are made to this form, in which case, the draft will be submitted for Headquarters' review and approval by State's Attorney as to form and procedure.

YOLO COUNTY

EXHIBIT "A"

TRAFFIC SIGNAL MAINTENANCE

Effective July 1, 1973

ANDBASIS OF COST DISTRIBUTION

Billing by the Department - State Owned and Maintained

<u>Route</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Monthly Estimated Unit Cost</u>	<u>Monthly Est. Total</u>	<u>Distribution of Cost</u>	
					<u>State</u>	<u>County</u>
Yol-16	3rd & C Streets, Broderick	23 Signal Heads (23) 8 Detectors (8)				
		1 Flasher (1)	\$10.25 9.25	\$317.75 9.25	\$158.88 4.62	\$158.87 4.63
Yol-16	5th & C Streets, Broderick	23 Signal Heads (23) 4 Detectors (4)				
			10.25	276.75	138.38	138.37
*Yol-16	Cottonwood & Main Streets	18 Signal Heads (18) 4 Detectors (4)				
			10.25	225.50	112.75	56.37
*Yol-16	California and Main Streets	18 Signal Heads (18) 10 Detectors (10)				
			10.25	287.00	143.50	71.75
*Yol-16	Matmor Road and Route 16	15 Signal Heads (15) 3 Detectors (3)				
			10.25	184.50	92.26	46.13
*Yol-16	County Road 101 and Route 16	18 Signal Heads (18) 5 Detectors (5)				
			10.25	235.75	117.88	58.94

EXHIBIT "A"

YOLO COUNTYTRAFFIC SIGNAL MAINTENANCEANDBASIS OF COST DISTRIBUTION

<u>Route</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Monthly Estimated Unit Cost</u>	<u>Monthly Est. Total</u>	<u>Distribution of Cost</u>	
					<u>State</u>	<u>County</u>
Yol-80,84	Jefferson and Park	33 Signal Heads (33) 6 Detectors (5) (39)	\$10.25	\$399.75	\$333.13	\$ 66.62
Yol-113	113 and Co. Road 13	14 Signal Heads (14) 4 Detectors (4) (18)	\$10.25 9.25	\$184.50 18.50	\$184.50 9.25	\$184.50 9.25
*Yol-113	Gibson Road and East Street	2 Flashers (2) 18 Signal Heads (18) 7 Detectors (7) (25)	\$10.25	\$256.25	\$128.12	\$ 64.06

EXHIBIT "A"YOLO COUNTYINTERSECTION LIGHTING MAINTENANCEANDBASIS OF COST DISTRIBUTION

<u>Co.-Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Monthly Estimated Cost per Lamp</u>	<u>Monthly Estimated Total Cost</u>	<u>Distribution of Cost</u>	
					<u>State</u>	<u>County</u>
<u>I-5 Lighting</u>						
Yol-5	Co. Rd.18S & S.B.Ramps	2 Lamps (2)	\$ 4.85	\$ 9.70	\$ 4.85	\$ 4.85
Yol-5	Co. Rd.18S & N.B.Ramps	2 Lamps (2)	4.85	9.70	4.85	4.85
Yol-5	Co. Rd.99S & S.B.Ramps	2 Lamps (2)	4.85	9.70	4.85	4.85
Yol-5	Co. Rd.99S & N.B.Ramps	2 Lamps (2)	4.85	9.70	4.85	4.85
*Yol-16	Cottonwood & Main Sts.	2 Lamps (2)	4.85	9.70	4.85	2.43
*Yol-16	Co. Rd. 101 & Rte. 16	2 Lamps (2)	4.85	9.70	4.85	2.43
*Yol-16	Matmor Rd. & Rte. 16	2 Lamps (2)	4.85	9.70	4.85	2.43
*Yol-16	California & Main Streets	2 Lamps (2)	4.85	9.70	4.85	2.43
Yol-80	80 & Yolo Causeway U.C.	4 Soffit Lamps(4)	1.35	5.40	0.00	5.40
Yol-80	80 & Yolo Causeway U.C.	6 Lamps (6)	4.85	29.10	14.55	14.55
Yol-80	80 & Yolo Causeway U.C.	2 Lamps (2)	4.85	9.70	0.00	9.70
Yol-80	I-80 & Harbor Blvd.	3 Lamps (3)	4.85	14.55	7.28	7.27
Yol-80	I-80 & Harbor Blvd.	4 Lamps (4)	4.85	19.40	0.00	19.40

EXHIBIT "A"

Micro Fiches

YOLO COUNTYINTERSECTION LIGHTING MAINTENANCE

<u>Co.-Rte</u>	<u>Location</u>	<u>Type of Facility</u>	Monthly Estimated Cost per Lamp	Monthly Estimated Total Cost	<u>Distribution of Cost</u>	
					<u>State</u>	<u>County</u>
Yol-80,84	Jefferson & Park	(6 Lamps (6)	\$ 4.85	\$ 29.10	\$14.55	\$14.55
		(1 Sign (1)	1.35	1.35	1.35	0.00
Yol-113	113 & Co. Road 31	2 Lamps (2)	4.85	9.70	4.85	4.85
Yol-113	Gibson Rd. & East Streets	2 Lamps (2)	4.85	9.70	4.85	2.43
Yol-275	275 & WB off Capitol Ave.	2 Lamps (2)	4.85	9.70	4.85	4.85
Yol-275	275 & W Capitol Ave. O.C.	4 Lamps (4)	4.85	19.40	9.70	9.70
Yol-275	275 & 2nd Street	1 Lamp (1)	4.85	4.85	3.23	1.62
Yol-275	275 & 3rd Street	1 Lamp (1)	4.85	4.85	2.43	2.42
Yol-275	275 & River Road	2 Lamps (2)	4.85	9.70	6.47	3.23
Yol-275	275, 3rd & River Roads	3 Lamps (3)	4.85	14.55	9.70	4.85
Yol-275	Freeway & 5th	2 Lamps (2)	4.85	9.70	3.23	6.47

*City of Woodland shares 25% of Costs at these Intersections

YOLO COUNTYUTILITY OWNED AND MAINTAINEDBilled by the Department

<u>Co.-Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Monthly Estimated Cost per Lamp</u>	<u>Monthly Estimated Total Cost</u>	<u>Distribution of Cost</u>	
					<u>State</u>	<u>County</u>
Yol-16	5th & Kentucky Avenue	2 Lamps (2)	\$ 8.10	\$ 16.20	\$ 8.10	\$ 8.10
Yol-16	16 & 3rd St., Broderick	2 Lamps (2)	8.10	16.20	8.10	8.10
Yol-16	16 & 5th St., Broderick	2 Lamps (2)	8.10	16.20	8.10	8.10
Yol-16	16 & Kagle Drive	2 Lamps (2)	8.10	16.20	10.80	5.40
Yol-84	84 & Devon	2 Lamps (2)	8.10	16.20	8.10	8.10
Yol-84	84 & Stone	3 Lamps (3)	8.10	24.30	16.20	8.10
Yol-113	113 & Kentucky Ave.	2 Lamps (2)	8.10	16.20	8.10	8.10

XEROX
CERTIFIED COPY FILED
JAN 12 1974
LAWRENCE P. HENGGAN Clerk
of Butte County

RESOLUTION NO. 74-11

(RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF YOLO APPROVING AGREEMENT FOR MAINTENANCE
OF TRAFFIC SIGNALS AND INTERSECTION LIGHTING IN
THE COUNTY OF YOLO.)

Micro Fiched

WHEREAS, the State of California, through its Department
of Transportation, has presented an Agreement for Maintenance
of Traffic Signals and Intersection Lighting in the County of
Yolo effective as of July 1, 1973 and to remain in effect until
amended or terminated.

WHEREAS, the Board of Supervisors has heard read said
Agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of
the County of Yolo that said Agreement for Maintenance of Traffic
Signals and Intersection Lighting in the County is hereby approved
and the Chairman and the County Clerk are directed to sign the
same on behalf of said County.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE
COUNTY OF YOLO, STATE OF CALIFORNIA, THIS 21st DAY OF
January, 1974, by the following vote:

AYES: Stephens, Marchand, Edmonds, Espigares, Duncan.

NOES: None.

ABSENT: None.

Wm E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST: LAWRENCE P. HENGGAN
County Clerk

I hereby certify that the foregoing resolution was duly
and regularly passed by the board of supervisors of the County
of Yolo at a regular meeting thereof held _____, 1974.

County Clerk

LETTERS TO THE BOARD

BOARD OF SUPERVISORS

CHARLES R. MACK

CLERK OF THE BOARD OF SUPERVISORS

Micro Fiched

STATE OF CALIFORNIA }
COUNTY OF YOLO }

The foregoing Instrument Is A Correct Copy Of
The Original On File In This Office.

ATTEST *January 25 1928*
LAURENCE P. VIGAN

COUNTY CLERK, EXCHANGED CLERK OF THE PUBLIC DEEDS
EXCHANGES, CLERK OF THE BOARD OF SUPERVISORS
THE COUNTY OF YOLO, STATE OF CALIFORNIA.

Barbraud Rodgers
Deputy

AGREEMENT NO. 74-12

(Endorsed) Filed 2-26-94
LAURENCE P. HENICAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2/97
day of January, 1994, by and between _____
John Vickrey Enterprises Inc
PO Box 670 Dixon Cal 95626

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiche

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #20 by the County by
Resolution No. 74-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 19____,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Wm E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Victory Enterprises, Inc.
John W. Victory President
Barbara L. Victory Secretary

COUNTY OF YOLO

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF California
COUNTY OF Solano

On this 15th day of June 1973, before me, W. Clyde Smith

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

John W. Vickery, known to me to be the President

Dorothy K. Vickery, known to me to be the Secretary

J. W. Vickery Enterprises, Inc.

the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged that such corporation executed the same.

W. CLYDE SMITH
Notary Public - California
COUNTY OF SOLANO
COMMISSION EXPIRES APRIL 22, 1974

Notary Public in and for said County and State



RO 11903-040

Record Owner Guarantee
Title Insurance and Trust Company

Fee \$ 25.00
Street address or other ref.
30-270-06

a California corporation, does hereby guarantee
The County of Yolo, and
J. W. Vickrey Enterprises Inc.

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is
J.W. VICKREY ENTERPRISES INC.

Micro Fiched

Deed Recorded July 19, 1972

Document No. 10204

I.R.S. \$ 63.80

Record Description:

SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of April 25, 1973 @ 7:30 A.M.

Title Insurance and Trust Company

PRESIDENT

SECRETARY

Addition to Reserve #20

D E S C R I P T I O N

All that real property situate in the County of Yolo, State of California, described as follows:

BEGINNING at the Northwest corner of Section 29, Township 8 North, Range 1 West, M.D.B.&M., and running thence along the North boundary of said Section 29, North 89° 50' East 875 feet to a point; thence South 18° 55' East, 1144 feet to a point; thence South 70° 25' West 1325 feet to a point on the West boundary of said Section 29; thence North 0° 05' East, along the West boundary line of said Section 29, 1524 feet to the POINT OF BEGINNING.

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EXCEPTING THEREFROM THE FOLLOWING:

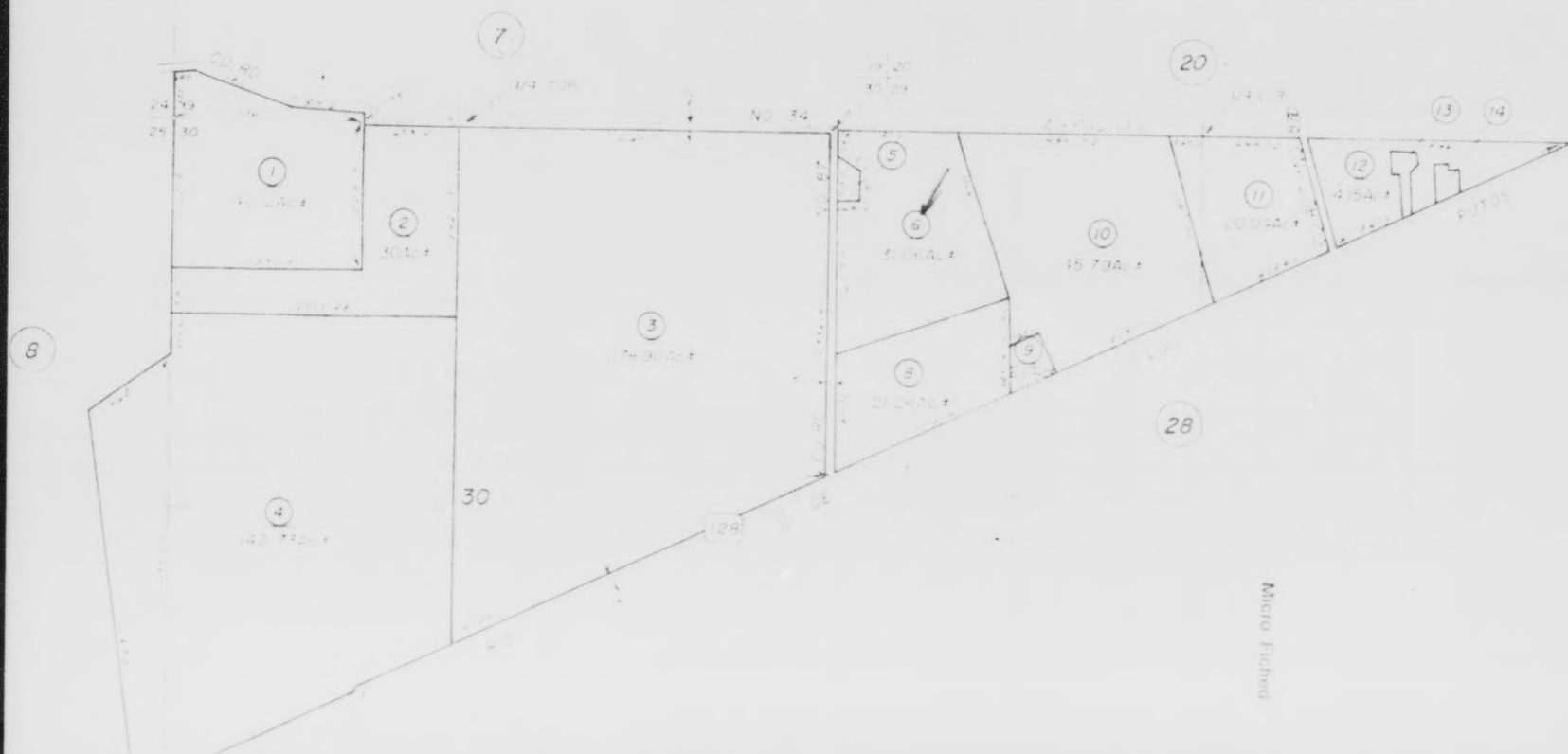
Beginning at a point on the West line of Section 29, Township 8 North, Range 1 West, M.D.B.&M., distant thereon South 0° 02' 25" West 159.56 feet from the Northwest corner of said Section 29; thence South 57° 49' 46" East 191.12 feet; thence South 0° 02' 25" West 201.65 feet; thence North 89° 57' 35" West 161.65 feet to a point on the said West line of said Section; thence along said West line, North 0° 02' 25" East 303.50 feet to the POINT OF BEGINNING.

RESERVING THEREFROM an undivided 1/3 interest in all oil, gas, and other minerals and/or mineral rights, whether metallic or non-metallic, in and under the land hereinabove described, with the perpetual right of ingress and egress to and from said land for the purpose of drilling, exploring and mining and in every way operating for such oil, gas, and/or minerals and removing the same as reserved in the deed from Minnie Kelley and Lucille Searcy to Morean S. Boyd recorded March 15, 1950 in Book 317 Official Records, page 232.

ALSO RESERVING THEREFROM the remaining 2/3 interest in all oil, gas and other minerals as reserved in the deed from Lois V. Hurlburt aka Lois H. Hurlburt to Miguel C. Martin et al., recorded March 31, 1954 in Book 418 of Official Records, page 362.

SEC. 29 & 30, R.1W., POR. SEC.25, R.2W., T.8N., M.D.B. & M.

30-27



AGREEMENT NO. 74-13

(Endorsed) Filed 3-4-74

LAURENCE A. HOUTAL, Clerk

LAND USE CONTRACT

D. BARBARA A. RODGERS, Deputy

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 74, by and between _____
Frederick C. Hamel _____
Box 66 _____
Davis, California 95616 _____
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve #46, by the County by
Resolution No. 74-13, which was filed in the Office of the
County Recorder of Yolo County on _____, 19____,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Fredrick C. Hamel

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On January 21, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNGAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Beverly A. Reynolds
Notary Public

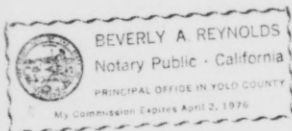
STATE OF CALIFORNIA,

County of Yolo

On this 14th day of June, 1974, in the year one thousand nine hundred and Seventy Three, before me, Beverly A. Reynolds, a Notary Public, State of California, duly commissioned and sworn, personally appeared Frederick C. Hanel

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.



Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

Beverly A. Reynolds
Notary Public, State of California
My Commission Expires _____

GUARANTEE

71 2920

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 67824

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

FREDERICK C. HAMEL

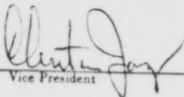
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

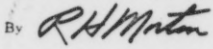
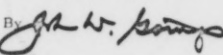
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 8, 1973, at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By  President
By  Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"EXHIBIT A"

Added to Premium # 46

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 67824

Effective Date: June 8, 1973, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1972, with respect to the name(s) of

Title to the herein described property vests in:

Frederick C. Hamel

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Parcel 1 of the "Lands of Henry J. Hamel, et al.," according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on March 29, 1928, in Book 4 of Maps and Surveys, at pages 79 and 80.

EXCEPTING THEREFROM the following described property:

A strip of land for road purposes over, through and across a portion of Section One (1), Township Eight (8) North, Range Two (2) East, being a portion of Parcel One (1) of the "Lands of Henry J. Hamel, et.al.," according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California on March 29, 1928, in Book 4 of Maps and Surveys, at pages 79 and 80, more fully described as follows:

BEGINNING at the Southeast corner of said Parcel 1, said point is also the Southeast corner of said Section one; thence along the South line of said Section, South 88° 11' West 33.02 feet to the West right-of-way line of County Road No. 104, 66 feet wide, as shown on said Official plat, the TRUE POINT OF BEGINNING; THENCE continuing along said South line of Section One, South 88° 11' West 17.01 feet; thence along a line parallel to the East line of said Section One, North 00° 09' East 163.51 feet; thence along a curve to the left with a radius of 1450.00 feet; through a central angle of 97° 45' 00" an arc distance of 2473.78 feet; thence South 82° 24' West 741.28 feet to a point on the South right-of-way line of County Road No. 308 (60 feet wide) as exists in December, 1963; thence along said South line North 74° 42' 30" East 747.11 feet; thence leaving said South line North 82° 24' East 0.89 feet; thence along a curve to the right with a radius of 1550.00 feet through a central angle of 66° 41' 19" an arc distance of 1804.10 feet to a point of reverse curve; thence along a curve to the left with a radius of 75.00 feet through a central angle of 148° 56' 19" an arc distance of 194.96 feet to a point on said West right-of-way line of County Road No. 104; thence along said right-of-way South 00° 09' West 1099.13 feet to the true point of beginning. Containing 6.250 acres, more or less.

continued

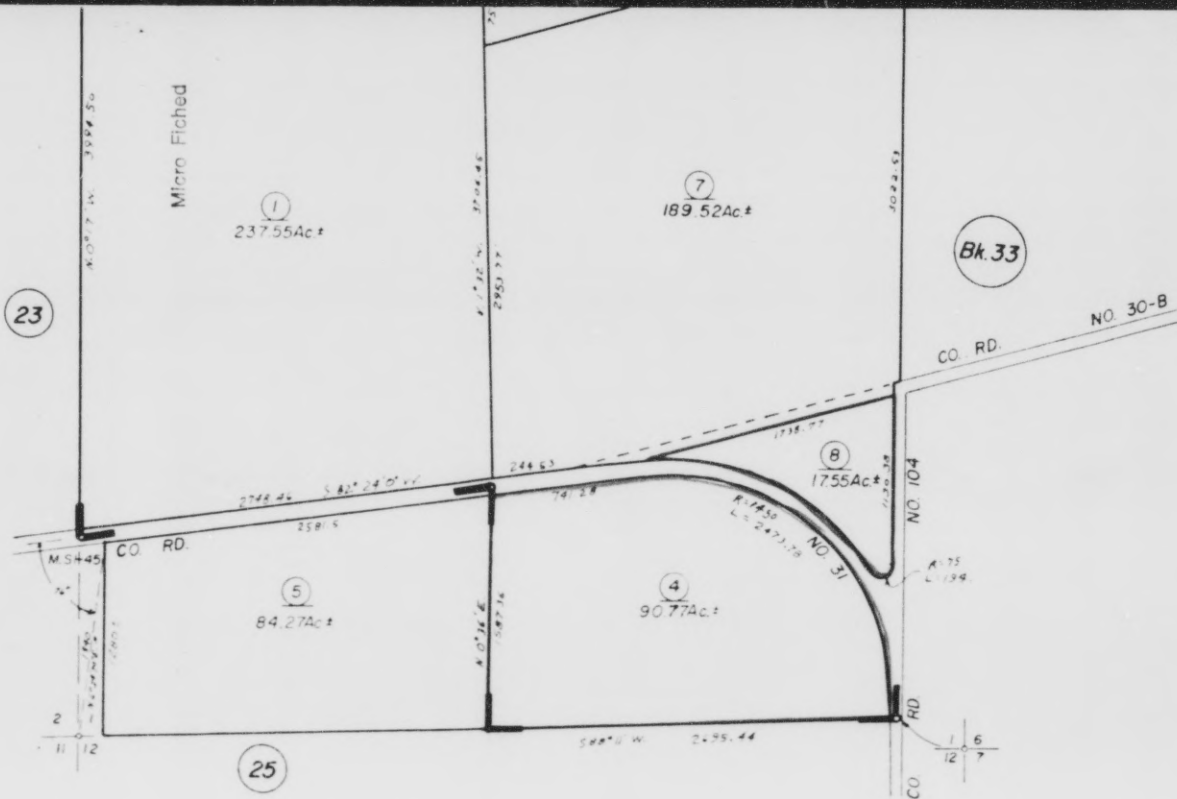
ALSO EXCEPTING THEREFROM any portion of said parcel that lies within County Road No. 104, on the East.

ALSO EXCEPTING THEREFROM any portion of said parcel that lies within Tule Jake Road as shown on the map of "Lands of Henry J. Hamel, et al.," according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on March 29, 1928, in Book 4 of Maps and Surveys, at pages 79 and 80.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessors Parcel Nos. 32-240-04-1 and 32-240-08-1

NOTE: This guarantee is limited to the above described property.



M. & S. Bk. 9, Pg. 79 & 80 - H. Hamel, et. al.
 M. & S. Bk. 1, Pg. 45 - J. F. Childs Lands

NOTE - Assessor's Bk.
 Assessor's Bk.

AGREEMENT NO. 74-14

(Endorsed) Filed 2-26-74

LAURENCE R. HENICOT, Clerk

LAND USE CONTRACT

By BARBARA A. RODGERS Deputy

THIS LAND USE CONTRACT, made and entered into this 21st
day of January, 19 74, by and between
William B. and Edna L. Schoeninger
3012 Notre Dame Drive
Sacramento, Cal 95826

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Added to Preserve #96 by the County by Resolution No. 74-14, which was filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Micro Filled Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

William B. Schornigh
Edna S. Schornigh

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 21, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared W. E. DUNCAN, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

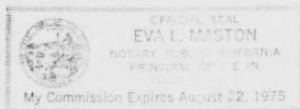
Barbara Rodgers

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

On May 17, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Schoeningh and Edna L. Schoeningh, known to me to be the person whose names are subscribed to the within Instrument and acknowledged that they executed the same.

WITNESS my hand
and official seal.

(Seal)



Eva L. Maston
(Notary Public's Signature)

2320
M18 3514 3-68* 25 Individual Notarial Acknowledgment

LAURENCE P. HENIGAN, COUNTY CLERK

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$ 15.00

LIABILITY \$ 100.00

ORDER No. 37267

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 10, 1973 at 8:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

Kurt Mathews
by Kurt Mathews Assistant Secretary for the Company

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

... SEE FOLLOWING PAGE ...

A. The last recorded instrument purporting to transfer title to said real property is:

WILLIAM B. SCHOENINGH and EDNA L. SCHOENINGH
HIS WIFE, AS COMMUNITY PROPERTY.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

Deed of Trust to secure an indebtedness of \$118,000.00 and any other amounts payable under the terms thereof, dated September 19, 1972 and recorded October 3, 1972 in Book 1035 of Official Records at Page 578, File No. 14433.

Trustor: William B. Schoeningh and Edna L. Schoeningh,
his wife, as community property. *Micro Fiched*
Trustee: Transamerica Title Insurance Company,
a California corporation.
Beneficiary: Wells Fargo Bank, as Trustee of the "Paul
Axel Nelson and Norine Roth Nelson, Trusts,
dated August 2, 1968.

AFFECTS THIS AND OTHER PROPERTY.

SCHEDULE A--continued

Sold Real Property described as follows:

Situated in the State of California, County of Yolo.

PARCEL 1:

The South one-half of the Southwest one-quarter of Section 33, Township 9 North, Range 2 East, M.D.B.&M.

EXCEPTING THEREFROM those portions thereof conveyed to the State of California by Grant Deed executed March 7, 1961 and recorded May 24, 1961 in Book 637 of Official Records at Page 474, Yolo County, and by Grant Deed recorded February 16, 1972 in Book 1009 of Official Records at Page 46.

Assessor's Parcel No. 41-090-10

PARCEL 2:

The North one-half of the Northwest one-quarter of Section 4, Township 8 North, Range 2 East, M.D.B.&M.

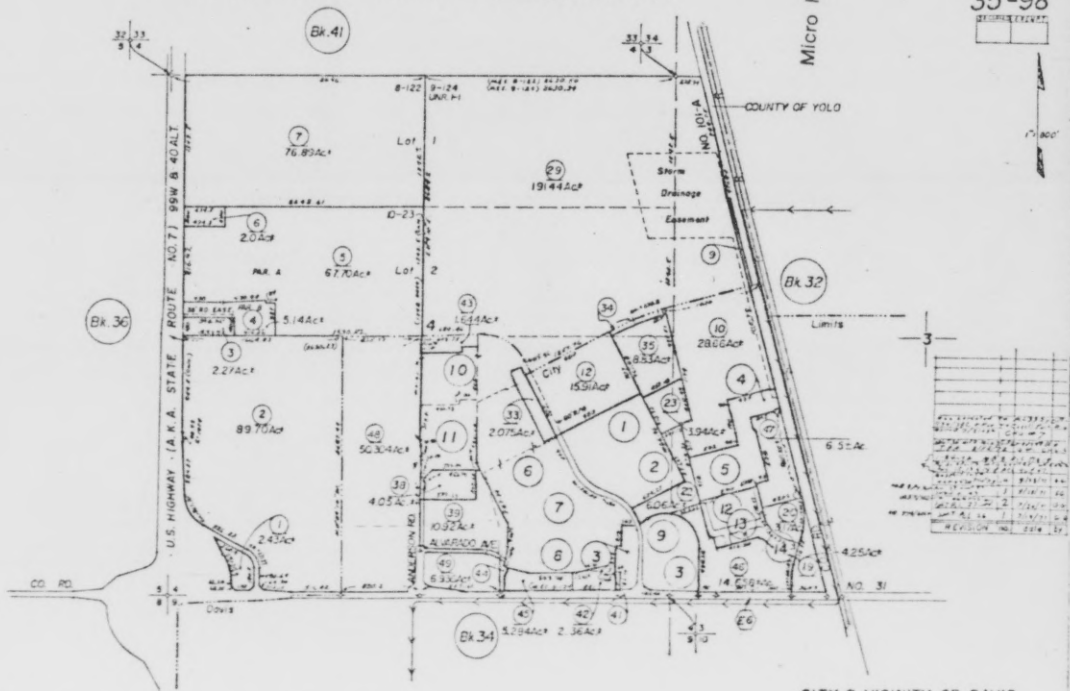
EXCEPTING THEREFROM those portions thereof conveyed to the State of California by Grant Deed executed March 7, 1961 and recorded May 24, 1961 in Book 637 at Page 474 of Official Records of Yolo County and by Grant Deed recorded February 16, 1972 in Book 1009 of Official Records at Page 46.

Assessor's Parcel No. 35-980-7

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DATE	TIME



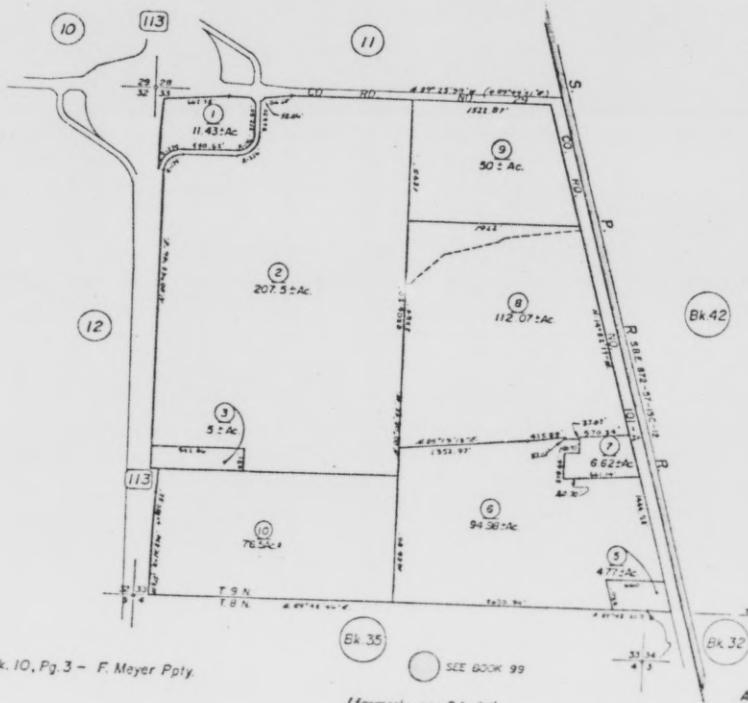
(Formerly Pg. 34.-50)

72-75

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

POR. SEC. 33, T. 9 N., R. 2 E., M. D. B. & M.

41-09



M. G. S. Bk. 10, Pg. 3 - F. Meyer Ppty.

(formerly por. 24-24)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 41 Pg. 9
County of Yolo, Calif.

Micro Fiched

Transamerica Title Insurance Co

DIVISIONS

California Division

1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division

315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9931

Southwest Division

114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

Midwest Division

1720 California Street
Denver, Colorado 80202
(303) 524-9056

Guarantee

Issued by

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

Alameda County
1525 Webster Street, Oakland
836-4772

Contra Costa County
1322 North Main Street, Walnut Creek
935-8050

Fresno County
1004 North Van Ness Avenue, Fresno
265-0461

Kern County
1100 Chester Avenue, Bakersfield
327-3061

Los Angeles County
TRANSAMERICA TITLE COMPANY
Third and Lo Canege, Los Angeles
937-3800

Orange County
830 North Main Street, Santa Ana
547-9571

Sacramento County
1424 - 21st Street, Sacramento
444-0223

San Diego County
State and A Streets, San Diego
239-8181

San Francisco County
214 Van Ness Avenue, San Francisco
863-2080

San Mateo County
802 Brewster Avenue, Redwood City
365-4121

Santa Clara County
131 West Santa Clara Street, San Jose
293-4242

Yolo County
519 Main Street, Woodland
692-5439

ASSOCIATED COMPANIES

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
Box 1296, South Lake Tahoe

Marin County
MARIN TITLE GUARANTY COMPANY
100 Fourth Street, San Rafael

Mendocino County
REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 North State Street, Ukiah

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCRROW COMPANY
109 Court Street, Redding

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2853 Cleveland Avenue, Santa Rosa

FILED

JAN 21 1974

LAURENCE P. HENNING, Clerk

Baird & Rodgers
AttorneysAGREEMENT NO. 74-15SUBDIVISION IMPROVEMENT AGREEMENTSubdivision No. 2106
Linden Acres - Unit No. 3

THIS AGREEMENT is made and entered in this 21st day of January, 1974, by and between Real-Con, Inc., hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County."

WHEREAS, the Subdivider proposed to subdivide and develop that area known and referred to as Subdivision No. 2106 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS: *Micro Fiched*

1. That the Subdivider will develop and construct in said Subdivision No. 2106 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, sidewalks, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with standards approved by the serving utilities, Department of Public Health, and Department of Public Works.
3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.
4.
 - a. That the Subdivider shall pay to the County a fee in the amount of two thousand, four hundred eighty-two and 70/100 dollars (\$2,482.70) for the purpose of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements.
 - b. That the Subdivider shall pay to the County a fee in the amount of two thousand, eight-hundred and four and no/100 dollars, (\$2,804.00) for the purpose of acquisition, construction and maintenance of a neighborhood park.
5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2106.

1/22/74

*Reviewed by
Attorney for
Real-Con, Inc.
WED*

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$100,000 in respect to personal injuries and or death of any one person, \$500,000 in respect to personal injuries or death for any one occurrence and \$50,000 in respect to property damage in any one occurrence.
7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
8. That the Completion of the development of said Subdivision No. 2106 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.
9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.
10. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.
11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.
12. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred (100%) of the estimated cost of the public improvements including incidentals.
13. Where required pursuant to the provisions of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of \$200.00, guaranteeing payment of the cost of setting monuments of survey.
14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 and 11 of this agreement.

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of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2106.

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.
16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California. Micro Filled
17. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By W. E. Duncan
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN,
County Clerk

By Barbara A. Rodgers
Deputy

REAL-CON, Inc., a Corporation, by:

By Jack B. Knight President

By Kenneth D. Gabel Vice-President

Recommended for Approval to
the Board of Supervisors
of the County of Yolo:

Leslie A. Roberts
Director of Public Works

APPROVED AS TO FORM:

County Counsel



Balsam-Rodgers

RESOLUTION NO. 74-16

Resolution of Acceptance for Subdivision No. 2106
(Linden Acres)

WHEREAS, the final Subdivision Map for Subdivision No.
2106 has been presented to the Board for approval and acceptance
of streets; and

WHEREAS, said map has been signed by all necessary of
parties; and Micro Fiched

WHEREAS, the improvements have been assured and the map
in all respects complys with the provisions of the State
Subdivision Map Act and of the local ordinances,

NOW, THEREFORE, BE IT RESOLVED that the Board does
approve said map for Subdivision No. 2106 and accept on behalf
of the public the easement and right-of-ways, all as provided for and
indicated on said final maps.

BE IT FURTHER RESOLVED that this Board approved Agreement
No. 74-15, the Subdivision Improvement Agreement for said Subdivision
No. 2106, and authorized the Chairman of the Board to sign said
agreement, and pursuant to Minute Order #74-106, January 21, 1974.

PASSED, APPROVED AND ADOPTED this 21st day of
January 1974, by the following vote:

AYES: Stephens, Marchand, Edmonds, Espigares, Duncan.
NOES: None.
ABSENT: None.

ATTEST:
LAWRENCE P. HENIGAN, CLERK

[Signature]
Chairman of the Board of Supervisors
County of Yolo, State of California

[Signature] Deputy
APPROVED AS FOLLOWS:
[Signature]
County Council

1 AGREEMENT NO. 74-14

2 (Agreement for Child Health Disability
3 Program Planning Services)

4 THIS AGREEMENT made and entered into this 4th day of
5 February, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY,
7 and CARIA POWERS, hereinafter called CONTRACTOR,

8 W I T N E S S E T H:

9 Micro Fiched

10 RECITALS:

- 11 1. COUNTY desires to and contemplates participation in the Child
12 Health Disability Prevention Program pursuant to Chapter 1069,
13 Laws of 1973.
14 2. To do so and discharge its responsibilities thereunder, it is
15 necessary to fully develop, draft and present a written plan
16 for such participation.
17 3. CONTRACTOR represents that she is familiar with said program
18 and is skilled in the field of community health planning.

19 AGREEMENTS:

- 20 1. CONTRACTOR shall perform the following services for COUNTY as
21 an independent contractor and not as a county employee:
22 A. Assist in development of the Yolo County Child Health
23 Disability Prevention Program, in coordination with and
24 under the general guidance of the Director of Public
25 Health.
26 B. CONTRACTOR shall consult, confer with, and make presenta-
27 tions as necessary to community groups, the State Depart-
28 ment of Health, the Yolo County Child Care Advisory Com-
29 mittee, and the Board of Supervisors. CONTRACTOR shall
30 prepare a written program for approval by said Advisory
31 Committee and the Board of Supervisors containing all
32 necessary details for the implementation of the plan, and

- 1 projected costs.
- 2 2. It is contemplated by the parties that CONTRACTOR shall spend
3 approximately forty (40) hours per week in performing said
4 services, commencing immediately upon execution of this agree-
5 ment, and until approximately March 15, 1974.
- 6 3. For said services, CONTRACTOR shall be paid the sum of SEVEN
7 and 50/100 (\$7.50) DOLLARS per hour. Payment shall be made
8 to CONTRACTOR by COUNTY twice a month for services rendered
9 upon a claim submitted by CONTRACTOR to COUNTY, verified by
10 the Director of Public Health. Micro Fiched
- 11 4. COUNTY shall supply all necessary office supplies and clerical
12 help, and provide CONTRACTOR with telephone service, or defray
13 her telephone expenses.
- 14 5. It is anticipated by the parties that the proponents of said
15 services shall require travel by automobile. COUNTY shall
16 reimburse CONTRACTOR for mileage for said travel at the regu-
17 lar county rate, upon claim submitted to COUNTY verified by
18 the Director of Public Health.
- 19 6. CONTRACTOR undertakes hereby to fully perform said services,
20 and submit a completed plan as described hereinabove to the
21 Board of Supervisors on or before March 15, 1974, unless said
22 date is extended by the Director of Public Health.

23 IN WITNESS WHEREOF, the parties hereto have entered
24 into this agreement as of the day and year hereinabove set forth.

25 COUNTY OF YOLO, a political subdi-
26 vision of the State of California

27 BY W. E. Skuman
28 CHAIRMAN OF THE BOARD OF SUPERVISORS

29
30 Carla Powers
31 CARLA POWERS
32

**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT**

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

The first paragraph of Section 2-A (2) of the Service Agreement is amended to read as follows:

- (2) Family Dependents. To be eligible to enroll as a Family Dependent a person must be either:
- (a) the spouse of the Subscriber, or
 - (b) a dependent child of either the Subscriber or the spouse of the Subscriber and either:
 - (i) unmarried and under the age of 19, or under the age of 24 with an additional periodic payment for children age 19 to 24 as indicated below in the table of Periodic Payments;
 - (ii) over the age of 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 24, and chiefly dependent upon the Subscriber or the spouse of the Subscriber for support and maintenance; proof of incapacity and dependency must be furnished annually if requested by Health Plan.

The periodic payments are changed to those shown below.

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FILED

FEB-4 1974

LAURENCE P. HENIGAN, Clerk

By *[Signature]*
Date *[Signature]*

Coverage: Subscribers are covered under "B" Coverage Benefit Schedule.

Family Dependents are covered under "B" Coverage Benefit Schedule.

Periodic Payments: This table shows periodic payments required under this Agreement. If the Subscriber has:

No Family Dependents, the periodic payment is the appropriate amount shown in line A;

One Family Dependent, the periodic payment is the sum of the appropriate amounts shown in lines A and B;

Two or more Family Dependents, the periodic payment is the sum of the appropriate amounts shown in lines A, B and C.

		Member entitled to Health Plan (Non-Medicare)	Member entitled to Health Plan Supplement to Medicare	Member age 65 or older not entitled to Health Plan Supplement to Medicare	Each child 19 to 24 in family of four or more Members (Sect. 2-A(2) (i) as Amended)
A	Subscriber	\$ 18.02	\$ 8.80	\$ 18.02	N/A
B	First Dependent	\$ 18.02	\$ 8.80	\$ 18.02	N/A
C	All Other Dependents	\$ 15.70	\$ 8.80	N/A	\$ 9.02

Executed at Oakland, California to take effect

as of February 1, 1974

Date January 4, 1974

Accepted February 4, 19 74

Yolo County Board of Supervisors
Madiff Office Court House
Woodland, California 95695

By *[Signature]*
W. L. Dunham, Chairman
Board of Supervisors, County of
Yolo, State of California.

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By *[Signature]*
Authorized Representative, Northern California
202 BB P/R dep9

AGREEMENT NO. 74-18

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day
of February, 19 74, by and between
The Dutcher Co., Inc.

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hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expres-
sed in the two bonds, bearing even date with this contract,
and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are
mentioned in the specifications and plans to be furnished
by said County necessary to construct and complete in a
good workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Fences and gates at the Dunnigan Dump, Esparto Dump, Guinda
dump, and Knights Landing Dump.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

Contract Documents for fences and gates

W. O. 1201, 1202, 1203, & 1204

XX

Approved January 1974 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

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ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for
doing all the work contemplated and embraced in this
agreement; also for all loss or damage arising out of the
nature of the work aforesaid, or from the action of the
elements, or from any unforeseen difficulties or obstruc-
tions which may arise or be encountered in the prosecution of
the work until its acceptance by the County of Yolo, and for
all risks of every description connected with the work; also
for all expenses incurred by or in consequence of the suspen-
sion or discontinuance of work and for well and faithfully
completing the work, and the whole thereof, in the manner
and according to the plans and specifications, and the
requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of this Contract and for its completion
to be within fifteen working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and
hereby contracts to pay the same at the time, in the manner
and upon the conditions above set forth; and the County and
the Contractor for themselves, their heirs, executors,
administrators, successors and assigns, do hereby agree to
the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

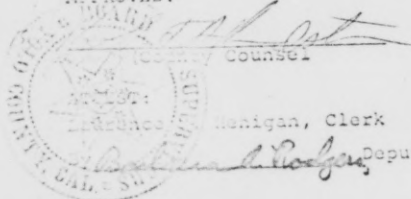
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ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:



Lawrence J. Menigan, Clerk
Deputy

COUNTY OF YOLO

By

W. E. Sullivan
Chairman of the Board of Supervisors

By

The D. L. Baker Co., Inc.
Contractor

1 AGREEMENT NO. 74- 19

2 (Agreement Amending Land Use Contract)

3
4 THIS AGREEMENT made and entered into this 11th day of
5 February, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter referred to
7 as COUNTY, and GARY PYLMAN and JOYCE A. PYLMAN, his wife, Box 422,
8 Clarksburg, California 95612, hereinafter referred to as SUCCESSOR,

9 W I T N E S S E T H:

10 Micro Fished

11 RECITALS:

- 12 1. COUNTY and E. H. CONNICK, MAX THELEN and WELLS FARGO BANK, Co-
13 trustees for S. H. Cowell Foundation, entered into a Land Use
14 Contract, Yolo County Agreement No. 71-332 which was recorded
15 in the Office of the County Recorder of the County of Yolo in
16 Book 970 at page 209 of Official Records.
17 2. SUCCESSOR is the successor in interest of said Land Use Con-
18 tract designated therein as OWNERS and is bound by the terms
19 and conditions thereof.
20 3. SUCCESSOR and COUNTY desire to amend the provisions of said
21 Land Use Contract so as to provide for the sending of notices
22 pursuant to said agreement to SUCCESSOR herein.

23 AGREEMENTS:

- 24 1. SUCCESSOR hereby acknowledges and agrees to be bound by all
25 the terms and conditions and obligations of said Land Use
26 Contract No. 71-332.
27 2. All notices to be given to the OWNER under said Land Use Con-
28 tract shall be given to SUCCESSOR herein by delivery personally
29 in writing or by depositing the same in the United States mail,
30 postage prepaid, addressed as set forth above.

31 /////

32 /////

1 STATE OF CALIFORNIA)
2 COUNTY OF YOLO)

3 On February 11, 1974, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN,
5 known to me to be the Chairman of the Board of Supervisors of the
6 County of Yolo, and also known to me to be the Chairman of the
7 Board of Supervisors of the County of Yolo, and also known to me
8 to be the person who executed said document on behalf of the County
9 of Yolo, and acknowledged to me that the County of Yolo executed
10 the within instrument pursuant to a resolution of its Board of
11 Supervisors.

Micro Fiched

12 WITNESS my hand and official seal the day and year first
13 above written.

14
15 LAURENCE P. HENIGAN COUNTY CLERK
16 LAURENCE P. HENIGAN, COUNTY CLERK

17 BY *John E. ...*
18 DEPUTY
19
20
21

22 STATE OF CALIFORNIA)
23 COUNTY OF YOLO)

24 On January 31, 1974, before me, the undersigned County
25 Clerk of the County of Yolo, personally appeared GARY PYLMAN and
26 JOYCE A. PYLMAN, his wife, known to me to be the persons whose
27 names are subscribed to the within instrument and acknowledged to
28 me that they executed the same.

29 WITNESS my hand and official seal the day and year first
30 above appearing.

31 LAURENCE P. HENIGAN, COUNTY CLERK

32 BY *Balmain A. Balgus*
DEPUTY

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdi-
vision of the State of California

BY *Wm E. ...*
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUCCESSOR -

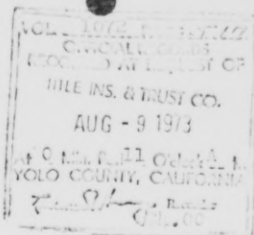
Gary Pylean
GARY PYLEAN

Joyce A. Pylean
JOYCE A. PYLEAN

11581

RECORDING REQUESTED BY
Title Insurance and Trust Co.

AND WHEN RECORDED MAIL TO

Mr. Gary Pylman
Box 422
Clarksburg, Calif.
95612

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SAME AS ABOVE

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DOCUMENTARY TRANSFER TAX \$166.65
 X COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 [] COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
 REMAINING WITHIN AT TIME OF SALE
 Title Ins. & Trust Co.
 Signature of devent or agent determining tax - firm name

Grant Deed

D.T.S.

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 FERDUN and WOODS, a partnership

hereby GRANT(S) to

GARY PYLMAN and JOYCE A. PYLMAN, his wife

the following described real property in the

County of Yolo, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Date: July 20, 1973

Ferdun & Woods, a partnership

by: Charles Ferdun

by: Robert B. Woods

(Partnership)

(TI)

STATE OF CALIFORNIA

COUNTY OF San Joaquin } ss.

On July 27, 1973

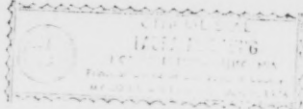
before me, the undersigned a Notary Public in and for said State, personally appeared,
Charles Ferdun and Robert B. Woods

to be _____ of the partners of the partnership
 that executed the within instrument, and acknowledged to me
 that each partnership executed the same.

WITNESS my hand and official seal

Signature: Laura M. Young

Name (Printed or Printed)



This area for official notary seal

11581 216 11581

EXHIBIT "A"

Beginning at the North-west corner of Swann Land Survey Number Seven Hundred and Fifty-six (756) of the official surveys of the said County of Yolo, at a point a little North of West from the quarter section corner between Sections Three (3) and Four (4), Township Six (6) North, Range Four (4) East, Mount Diablo Base and Meridian, thence South 77° West along the West line of said Swann Land Survey Number Seven Hundred and Fifty-six (756) Twenty and Fifty-four hundredths (20-54/100) chains to the back corner of Hester's Ten (10) acre tract; thence South 13° West Two and Fifty hundredths (2-50/100) chains; thence South 77° East Forty (40) chains to a point on the West bank of the Sacramento River, Ten (10) rods below the Northwest corner of said Swann Land Survey Number Seven Hundred and Fifty-six (756); thence down said river with its meanders South 10° 25' West Four and Sixty-four hundredths (4-64/100) chains; South 13° 14' West Five and Forty hundredths (5-40/100) chains; South 30° 30' West Twelve (12) chains; South 40° 10' East Seven and Twenty-one hundredths (7-21/100) chains; thence leaving said River North 75° 30' East Fifty-six and Fifty-nine hundredths (56-59/100) chains to the back line of said Swann Land Survey Number Seven Hundred and Fifty-six (756); thence North 10° 10' East along said back line, Twenty-eight and Seventy hundredths (28-70/100) chains to the place of beginning.

EXCEPTING AND RESERVING THEREFROM an undivided half interest in all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances in and under said land, together with all necessary and convenient rights to explore for, develop, produce, extract and take the same, including use of surface and subsurface of said lands and also including rights of way for passage over, upon and across, and ingress and egress to and from said lands, for any and all of the above purposes as reserved in deed dated July 26, 1973 and recorded August 1, 1973 in Book of Official Records, Yolo County, page

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FILED

FEB 21 1974

LAURENCE P. HENIGAN, Clerk

BARBARA A. RODGERS

18 Deputy

AGREEMENT NO. 74-20

(Agreement Amending Agreement No. 73-199)

THIS AGREEMENT made and entered into this 11th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC., a non-profit corporation, hereinafter called CONTRACTOR,

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W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR have entered into Agreement No. 73-175, and Paragraph 5, page 8 of said agreement, was thereafter amended by Agreement No. 73-199; and

WHEREAS, COUNTY and CONTRACTOR now wish to further amend said provision of said agreement as to the rate charged COUNTY by CONTRACTOR for the services referred to therein.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows:

1. Paragraph 5 on page 8 of Agreement No. 73-175 is hereby further amended as to the rate charged for services described therein. Said rate is hereby agreed upon to be as follows:

- A. Work Therapy Services: \$9.25 per day
- B. Work Experience and Work Activity Center Services: \$6.00 per day

2. Said rate change is in accordance with new fee schedules adopted by the State Department of Rehabilitation.

3. That services have been rendered by CONTRACTOR in anticipation of this agreement, and said new rates, and for the purposes of charging said new rates, this agreement is deemed effective on February 1, 1974, and claims submitted by CONTRACTOR for said services shall be based upon said new rates, and paid by COUNTY.

4. That said agreements shall continue in effect pursuant

1 to their terms in all other particulars.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY W. E. Henigan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

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9 LAURENCE P. HENIGAN, CLERK

10 BY Barbara A. Rodgers
11 DEPUTY

12 (SEAL)

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18 YOLO COUNTY SHELTERED WORKSHOP COUNCIL,
19 INC., a non-profit corporation

20 BY Garry L. Warren
21 GARRY L. WARREN, President

22

23 Captane P. Thomson
24 CAPTANE P. THOMSON, Program Chief
Mental Health Services

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FEB 21 1974

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74- 21

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

Deputy

THIS AGREEMENT made and entered into this 11th day of February, 1974, by and between the COUNTY OF YOLO, a political sub-division of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC., a non-profit corporation, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

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WHEREAS, the parties hereto entered into Agreement No. 73-175 on 24 September 1973, which agreement described certain services to be rendered by CONTRACTOR in Exhibit "A" attached thereto; and

WHEREAS, said agreement was amended by Agreement No. 73-199 entered into 5 November 1973; and

WHEREAS, the parties hereto desire to further amend said Agreement No. 73-175 to purchase additional services from CONTRACTOR,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. In addition to all services to be rendered by CONTRACTOR under the said agreements entered into heretofore, CONTRACTOR shall provide further services, as described in Exhibit "A" attached to Agreement No. 73-175, to no more than six (6) full time persons per month.

2. CONTRACTOR shall be paid at a rate of \$6.00 per day per client for Work Experience or \$9.25 per day per client for Work Therapy. The total County Short-Doyle cost shall not exceed SEVEN THOUSAND FOUR HUNDRED EIGHTY-EIGHT (\$7,488) DOLLARS during the 1973-74 fiscal year.

3. Said payments shall be rendered upon receipt by COUNTY of statements from CONTRACTOR specifically referring to services

1 rendered to said new group by referring to this agreement by number
2 as an amendment to the previous agreement, and signed as approved
3 by the Department of Public Health, Mental Health Services Division.

4 4. That services have been rendered since February 1, 1974
5 in contemplation of this agreement and shall be paid upon claim at
6 the rates agreed upon herein. *Micro Fiched*

7 5. All other provisions of said Agreements No. 73-175 and
8 73-199 shall remain in full force and effect.

9 IN WITNESS WHEREOF, the parties hereto have executed
10 this agreement as of the day and year hereinabove set forth.

11 COUNTY OF YOLO, a political subdi-
12 vision of the State of California

13 BY *Wm E. Duncan*
14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15
16 ATTEST:

17 LAURENCE P. HENIGAN, CLERK

18 BY *Barbara Rodgers*
19 DEPUTY

20 (SEAL)
21
22
23
24

25 YOLO COUNTY SHELTERED WORKSHOP COUNCIL,
26 INC., a non-profit corporation

27 BY *Garry L. Warren*
28 GARRY L. WARREN, President

29
30 *C. P. Thomson*
31 CAPTANE P. THOMSON, M. D.
32 Program Chief, Mental Health Services

STATE OF CALIFORNIA
OFFICE OF EMERGENCY SERVICES

LAURENCE P. MENIGAN, Clerk

By: BARBARA A. RODGERS

EXTENSION OF AGREEMENT

YOLO COUNTY
AGREEMENT NO. 74-22

THIS AGREEMENT, made and entered into this 25th day of January, 19 74, by and between the State of California, acting by and through its duly appointed, qualified, and acting Director of the Office of Emergency Services, hereinafter called STATE, and the _____
COUNTY OF YOLO

through its duly appointed, qualified, and Acting Officers, hereinafter called TRANSFEREE.

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W I T N E S S E T H :

WHEREAS, under Agreement dated January 20th, 1972, STATE transferred possession of Rescue Truck No. 4, along with certain equipment to TRANSFEREE for a period of Two Years, commencing February 1st, 1972 and ending February 1st, 1974, for a consideration set forth therein; and

WHEREAS, it is the desire of the parties hereto to extend the term of said agreement for an additional Two Year period upon the same terms and conditions;

NOW, THEREFORE, it is mutually agreed as follows:

1. The paragraph of said agreement relating to term is hereby amended to provide that the commencement date shall be February 1st, 1974, and the expiration date shall be February 1st, 1976.

2. All other terms and conditions of said agreement shall remain unchanged and in full force and effect during the extension period provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first hereinabove written:

COUNTY OF YOLO

Laurence P. Menigan

CLERK, OFFICE OF EMERGENCY SERVICES,
COUNTY OF YOLO, STATE OF CALIFORNIA

By: Barbara A. Rodgers

Barbara A. Rodgers
(Title)

STATE OF CALIFORNIA

H. R. Temple, Jr.

Director, Office of Emergency Services

By: R. G. Barrows

R. G. Barrows, Chief
Fire and Rescue Division
(Title)

Approved as to Form

Dated _____

Robert A. Lundstrom

County Counsel for Yolo County

F-129 (3/71)

THE AMERICAN INSTITUTE OF ARCHITECTS



FILED

FEB 11 1974

LAURENCE F. WILSON, CLU

Bartholomew Rodgers

AIA Document B131

Standard Form of Agreement Between Owner and Architect

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on a basis of a

PERCENTAGE OF CONSTRUCTION COST

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this _____ day of _____ in the year of Nineteen
Hundred and Seventy-four

BETWEEN

The County of Yolo

the Owner, and

Alfred J. Graf A.I.A.

the Architect.

It is the intention of the Owner to

Renovate and (or) add to the Yolo County Jail and Sheriff's Office
Building at 814 North Street, Woodland, California. The scope of
the project is yet to be determined.

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract	Ten	per cent (10 %)
Separate Stipulated Sum Contracts	Not applicable	per cent (%)
A Single Cost Plus Fee Contract	Not applicable	per cent (%)
Separate Cost Plus Fee Contracts	Not applicable	per cent (%)

AN INITIAL PAYMENT of no dollars (\$) shall be made upon the execution of this Agreement and credited to the Owner's account.

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b. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of Twenty dollars (\$ 20.00)
per hour. For the purposes of this Agreement, the Principals are:

Alfred J. Graf

Employees' time computed at a multiple of Two and one-half (2-1/2)
times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of
(one) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of
(one) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph IIb will be subject to renegotiation if the services covered by this Agreement have not been completed within twelve
(12) months of the date hereof.

c. FOR THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

d. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in

obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Doc-

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uments, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect

shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to

ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

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CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or,

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

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ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph IIa (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Con-

tractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

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EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

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This Agreement executed the day and year first written above.

OWNER

W. E. Duncan

Chairman
Board of Supervisors
County of Yolo

ARCHITECT

Alfred J. Graf

Approved as to Form

Dated _____

CHARLES W. MACK

County Clerk of Yolo County

AFFILIATION AGREEMENT
BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND THE COUNTY OF YOLO

BARBARA A. RODGERS

THIS AGREEMENT, made and entered into this 11th day of February, 1974,
by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as REGENTS.

WITNESSETH:

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RECITALS:

1. REGENTS, through its School of Medicine, University of California, Davis hereinafter referred to as SCHOOL, are training Public Health Nurses to become Family Nurse Practitioners, which program requires adequate clinical facilities for teaching the nurses in the skills of physical diagnosis and treatment, and wish to utilize the Yolo General Hospital for this purpose.
2. The parties desire to reduce to writing the terms and conditions whereby the COUNTY contributes to the program by making the Yolo General Hospital inpatient and outpatient clinical facilities and consenting patients available for supervised teaching, at no cost to the COUNTY.

AGREEMENTS:

1. Under the terms and conditions of this agreement, COUNTY agrees to make the following available to SCHOOL for the conduct of twice-a-week, progressing to five-days-a-week, morning clinical teaching courses as part of the Family Nurse Practitioner program.
 - A. Use of otherwise unoccupied rooms for group discussions or patient physical examinations.
 - B. Use of consenting inpatients and outpatients for training the nurses in history-taking and physical diagnosis under the supervision of a licensed physician.
 - C. Use of consenting outpatients for training the nurses in therapeutic

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FEB 11 1974

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

care of common, chronic, or minor diseases under the supervision of a licensed physician.

- D. Use of the specialized departments and clinics of the hospital for observation, with consent of the appropriate supervisor.
- E. Use of laboratory, pharmacy, physiotherapy, x-ray, etc. for diagnostic or therapeutic functions for the care of the patients by the students in the same manner as a staff physician under the supervision of a licensed physician who is a member of the Medical School faculty. Micro Fiched

2. Under the terms and conditions of this agreement, REGENTS agree as follows:

- A. As part of the clinical content of the program to conduct two- to five-day-a-week morning courses in physical diagnosis and medical treatment for Family Nurse Practitioner students under the supervision of a licensed physician.
- B. To provide a licensed physician who is on the Medical School faculty and who is also a member of the Yolo General Hospital Medical staff to teach and supervise the Family Nurse Practitioners.
- C. To integrate all medical information from the patients seen and/or treated with the patients' hospital records.
- D. To talk with, examine, or treat only those patients informed of the nature of the program who agree to participation therein under the supervision of a licensed physician.
- E. To provide malpractice insurance for the students and supervising physician.
- F. To agree that authority and responsibility for operation of hospital rests with the Yolo General Hospital administrator, physicians, nurses, and other employees of the hospital.
- G. To provide the students with all instruments for the physical examination of patients.

H. To reimburse COUNTY at cost upon invoice of the hospital administrator for any hospital supplies used solely for teaching purposes.

3. The terms of this agreement shall commence on July 16, 1973 and shall continue until terminated by either party on thirty (30) days' written notice to the other addressed as follows:

REGENTS:

Dean

School of Medicine

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University of California

Davis, California 95616

COUNTY:

Board of Supervisors

County of Yolo

Courthouse

Woodland, California 95695

4. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by REGENTS under or in connection with the operation of the Family Nurse Practitioner program. It is also understood and agreed that pursuant to Government Code 895.4 REGENTS shall fully indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything done or omitted to be done by REGENTS under or in connection with the operation of the Family Nurse Practitioner program.

IN WITNESS WHEREOF, each party has executed this agreement by its officers thereunto duly authorized on the day and year first above written.

COUNTY OF YOLO

BY

James E. Anderson
CHAIRMAN, BOARD OF SUPERVISORS

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY

Micro Fiched

Approved as to Form

Dated

Deputy Robert A. Rundstrom
County Counsel of Yolo County

APPROVED AS TO FORM:

143 P. W. W.

RECORDS & COMM. SEC.
UNIVERSITY OF CALIFORNIA

FILED
FEB 11 1974
LAURENCE E. BENGAN, CLK
Paul M. Rodgers

AGREEMENT NO. 74-25
(Radio Transmission Agreement)

THIS AGREEMENT made and entered into this 11th day of February 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DAVIS COMMUNITY HOSPITAL, a non-profit corporation, hereinafter referred to as HOSPITAL,

W I T N E S S E T H : Micro Fiched

RECITALS:

1. COUNTY holds an F.C.C. license to operate on the frequency of 155.235 mhz.
2. HOSPITAL desires to employ such frequency to make certain broadcasts under the County license.

AGREEMENTS:

1. In consideration for the covenants and agreements of HOSPITAL herein, COUNTY agrees as follows:
 - A. To seek the consent of the F.C.C. to permit HOSPITAL to broadcast from a base station located at the Davis Community Hospital under the license held by COUNTY for the purposes specified hereinafter only.
 - B. Upon F.C.C. approval, to permit HOSPITAL to make such broadcasts in accordance with the terms and conditions of this agreement.
 - C. The broadcasts referred to above to be made from the hospital base station shall be used solely for the transmission of messages pertaining to the safety of life and only for the purpose of communicating with ambulances on emergency runs.
2. In consideration for the covenants and agreements of COUNTY herein, HOSPITAL agrees as follows:

1 A. The use of the radio equipment at the hospital base
2 station, insofar as transmission on the frequency speci-
3 fied above in the County-held license, shall be under
4 the complete control of COUNTY.

5 B. COUNTY shall have unlimited access to the hospital radio
6 equipment insofar as the County-held frequency is con-
7 cerned.

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8 C. HOSPITAL shall undertake effective measures to prevent
9 use of the radio equipment by persons unauthorized by
10 either HOSPITAL or COUNTY.

11 D. Use of the County frequency shall be under the control
12 of and in coordination with County Communications Dis-
13 patch Center.

14 3. IT IS MUTUALLY AGREED by the parties as follows:

15 A. The term of this agreement shall commence on receipt of
16 the Federal Communications license and shall terminate
17 upon thirty (30) days' notice in writing from one party
18 to the other.

19 B. HOSPITAL shall indemnify and hold harmless COUNTY from
20 and against all claims, damages, losses and expenses, in-
21 cluding attorneys' fees arising out of or resulting from
22 broadcasting or performing any other act authorized by
23 this agreement caused by any act or omission of HOSPITAL,
24 its agents, employees or servants.

25 IN WITNESS WHEREOF, the parties hereto have executed
26 this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

27
28
29 ATTEST:
30 LAURENCE P. HENIGAN, CLERK

BY W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

31 BY R. E. [Signature]
32 (SEAL) DEPUTY

DAVIS COMMUNITY HOSPITAL, a non-profit
corporation

BY Arthur H. Burns
BY —

1 AGREEMENT NO. 74- 26

2 (Amendment to Agreement No. 72-110,
3 Radio Transmission Agreement)

4 THIS AGREEMENT made and entered into this 11th day of
5 February 1974, by and between the COUNTY OF YOLO, a political sub-
6 division of the State of California, hereinafter referred to as
7 COUNTY, and WOODLAND MEMORIAL HOSPITAL, a non-profit corporation,
8 hereinafter referred to as HOSPITAL,

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9 W I T N E S S E T H:
10

11 RECITALS:

- 12 1. The parties hereto have heretofore entered into Agreement No.
13 72-110 for radio transmission.
14 2. The parties hereto desire to amend said Agreement No. 72-110.
15 3. COUNTY holds an F.C.C. license to operate on the frequency
16 of 155.235 mhz.
17 4. HOSPITAL desires to employ such frequency to make certain
18 broadcasts under the County license.

19 AGREEMENTS:

- 20 1. In consideration for the covenants and agreements of HOSPITAL
21 herein, COUNTY agrees as follows:
22 A. To seek the consent of the F.C.C. to permit HOSPITAL to
23 broadcast from a base station located at the Woodland
24 Memorial Hospital under the license held by COUNTY for
25 the purposes specified hereinafter only.
26 B. Upon F.C.C. approval, to permit HOSPITAL to make such
27 broadcasts in accordance with the terms and conditions
28 of this agreement.
29 C. The broadcasts referred to above to be made from the
30 hospital base station shall be used solely for the trans-
31 mission of messages pertaining to the safety of life and
32 only for the purpose of communicating with ambulances on

1 emergency runs.

2 2. In consideration for the covenants and agreements of COUNTY
3 herein, HOSPITAL agrees as follows:

4 A. The use of the radio equipment at the hospital base
5 station, insofar as transmission on the frequency speci-
6 fied above in the County-held license, shall be under
7 the complete control of COUNTY.

8 B. COUNTY shall have unlimited access to the hospital radio
9 equipment insofar as the County-held frequency is con-
10 cerned.

Micro Fiched

11 C. HOSPITAL shall undertake effective measures to prevent
12 use of the radio equipment by persons unauthorized by
13 either HOSPITAL or COUNTY.

14 D. Use of the County frequency shall be under the control
15 of and in coordination with County Communications Dis-
16 patch Center.

17 3. IT IS MUTUALLY AGREED by the parties as follows:

18 A. The term of this agreement shall commence on receipt of
19 the Federal Communications license and shall terminate
20 upon thirty (30) days' notice in writing from one party
21 to the other.

22 B. HOSPITAL shall indemnify and hold harmless COUNTY from
23 and against all claims, damages, losses and expenses, in-
24 cluding attorneys' fees arising out of or resulting from
25 broadcasting or performing any other act authorized by
26 this agreement caused by any act or omission of HOSPITAL,
27 its agents, employees or servants.

28 /////

29 /////

30 /////

31 /////

32 /////

1 IN WITNESS WHEREOF, the parties hereto have executed
2 this agreement as of the date hereinabove set forth.

3 COUNTY OF YOLO, a political subdi-
4 vision of the State of California

5 BY W. E. Duncan
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

9 BY John E. Henigan
10 DEPUTY

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11 (SEAL)

12
13
14
15
16
17 WOODLAND MEMORIAL HOSPITAL,
18 a non-profit corporation

19 BY W. E. Duncan
ADMINISTRATOR

20
21 BY John E. Henigan
22 SECRETARY

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32 (SEAL)



AIA Document B131

Standard Form of Agreement Between Owner and Architect

on a basis of a
PERCENTAGE OF CONSTRUCTION COST

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THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 11th day of February in the year of Nineteen
Hundred and seventy-four

BETWEEN COUNTY OF YOLO

RICHARD BERTEAUX

FILED

FEB 19 1974

LAURENCE P. HENIGAN, Clerk

PETE E. LUCAS

By Deputy

the Owner, and

the Architect.

It is the intention of the Owner to

See Exhibit A

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract	Twelve	per cent (12 %)
Separate Stipulated Sum Contracts	Not applicable	per cent (%)
A Single Cost Plus Fee Contract	Not applicable	per cent (%)
Separate Cost Plus Fee Contracts	Not applicable	per cent (%)

AN INITIAL PAYMENT of No dollars (\$) shall be made upon the execution of this Agreement and credited to the Owner's account.

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b. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of fifteen dollars (\$ 15.00) per hour. For the purposes of this Agreement, the Principals are:

Richard Berteaux

Employees' time computed at a multiple of two and one-half (2½) times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of one (1) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of one (1) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph 11b will be subject to renegotiation if the services covered by this Agreement have not been completed within () months of the date hereof.

c. FOR THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

d. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scope and relationship of the Project and submit for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in

obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents.

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ments, to minor deviations from the Contract Documents concerning plans to completion, and to any results resulting from it and in the Certificate for Payment, and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the provisions of the Contract Documents, he shall have the right to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect

shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinafter provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or services or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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during the construction process, based on mark-up plans, drawings and other data furnished by the Contractor to the Architect.

1.3.16. Providing extensive assistance in the utilization of any equipment or facilities such as initial startup or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17. Providing Contract Administration and observation of construction after the Construction Contract Time has been exercised or extended by more than 30 days through no fault of the Architect.

1.3.18. Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20. Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21. Providing any other services not otherwise included in this Agreement as not economically furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1. The Owner shall provide full information regarding his requirements for the Project.

2.2. The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3. The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4. The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations hereof.

2.5. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6. The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to

ascertain how or for what purposes the Contractor has used the monies paid to him under the Construction Contract.

2.7. The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9. The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1. The Construction Cost to be paid as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1. For completed construction, the total cost of all such Work;

3.1.2. For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3. For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2. Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3. Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4. Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

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3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, equipment systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the fixed limit bid list or contract proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost including the bidding contingency established as a condition of this Agreement, the Owner shall: (1) agree written approval of an increase in such fixed limit; (2) authorize rebidding the Project within a reasonable time; or (3) cooperate in revising the Project scope and quality as requested to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The permitting of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project, long distance calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of tenders or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

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ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph 1(a) (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so

that the total payments for the Project shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis

and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

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EXTENT OF AGREEMENT

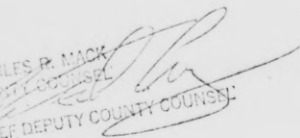
This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

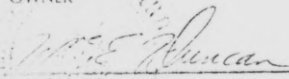
Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

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CHARLES R. MACK
COUNTY COUNSEL
BY: 
CHIEF DEPUTY COUNTY COUNSEL

This Agreement executed the day and year first written above.

OWNER


WILLIAM H. DUNCAN
CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF YOLO

ARCHITECT

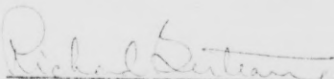

RICHARD BERTEAUX

EXHIBIT A

STATEMENT OF SERVICES TO BE RENDERED BY CONTRACTOR:

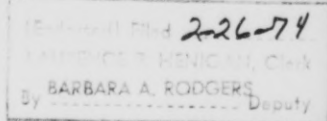
1. Design for the remodel and/or additions to the existing building at 201 West Beamer Street, Woodland, to convert it from its present use as a Child Development Center to its use as an administrative sub-center and a counseling center for the Alcohol and Other Drug Abuse Program.
2. Design for the modification of the existing landscaping and/or other site arrangements to provide an extension to the interior environment that can lend itself to individual, group or family counseling and/or therapy, incorporating parts with a linkage to the present Mental Health Services Building at 213 West Beamer Street and the Health Department in the rear.
3. Design of specified modifications to the building at 213 West Beamer Street, Woodland, to provide a better separation between clerical staff and waiting patients on the main floor; to provide a smooth transition into building from a new rear entrance from the site link with 201 West Beamer Street; to provide a better access to second floor at main entrance; to finish attic space in second floor to serve as file storage and coffee room; remodel bathrooms; plus additional miscellaneous work.
4. Design of minor modifications to the building at 510 Fifth Street, Davis.
5. Specifying all colors and materials for finish surfaces and select furnishings as necessary for the three buildings.
6. Three (3) sets of prints of the final construction drawings and specifications will be furnished. Additional copies will be furnished at cost.

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RICHARD BERTEAUX, Architect

AGREEMENT NO. 74-28



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 11th
day of February, 19 74, by and between _____
Carolyn J. Oliver

Rt. 3, Box 225
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. addition to Preserve #81, by the County by
Resolution No. 74-21, which was filed in the Office of the
County Recorder of Yolo County on February 21, 19 74,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY *[Signature]*
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Coraline H. Chivers

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On February 11, 1924, before me, the undersigned, County Clerk of the County of Yolo, personally appeared Wm. E. DUNHAM, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

Barthelme Rodgers

(TI)

STATE OF CALIFORNIA

COUNTY OF YOLO

On **JUNE 28, 1973**

On JUNE 28, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared CAROLINE S. OLIVER

known to me

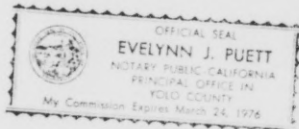
to be the person _____ whose name is subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature _____

Evelynn J. Puett

Name (Typed or Printed) _____



(This area for official notarial seal)



RC 12230-071

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, does hereby guarantee

CAROLYN S. OLIVER

Fee \$ 25.00
 Street address or other ref.
 25-330-08
 25-340-18
 25-340-21

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed \$100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is CAROLYN OLIVER, ALSO KNOWN AS CAROLYN S. OLIVER., ALSO KNOWN AS CAROLINE OLIVER.

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~~XXXXXXXXXX~~ Affidavit of death of Joint Tenant, recorded June 28, 1973.

Document No. 9512

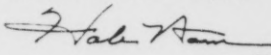
IRS. \$ None

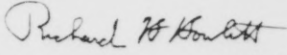
Record Description: See Exhibit "A" attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 28, 1973 @ ~~XXXXXXXX~~ 10:30 AM.

Title Insurance and Trust Company

by 
 PRESIDENT

Attest: 
 SECRETARY

addition to Preserve #81

Parcel 1. All that certain real property situate in the County of Yolo, State of California more particularly described as follows, to wit:

Commencing at the Southwest corner of Lot 10 of Clanton's Subdivision of Lot 1 of Willow Oak Park, and running thence North $65-1/4^\circ$ West to the center of Cache Creek; thence North $53-1/2^\circ$ East, 12.15 chains; thence North $40-3/4^\circ$ East, 15.15 chains; thence North $5701/2^\circ$ East, 7.73 chains; thence South $39-1/4^\circ$ East, 12.80 chains; thence in a Southwesterly direction 26 chains more or less, to the place of beginning. The same being Lot 11 of Clanton's Subdivision of Lot 1 of Willow Oak Park according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on August 4, 1890, in Book 46 of Deeds, at page 605.

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EXCEPTING THEREFROM: That portion of Lot 11 of Clanton's Subdivision of Lot 1 of Willow Oak Park as said Subdivision is shown on map recorded August 4, 1890, in Book 46 of Deeds, at page 606, records of Yolo County, California and as more particularly shown on that Record of Survey filed in Volume 7 of Maps and Surveys at page 28, records of Yolo County, described as follows: (bearing and coordinates being in terms of the California State Grid, Zone 2.)

Beginning at an iron pipe monument at the Southwesterly

corner of Lot 7 of said Clanton's Subdivision of Lot 1 of Willow Oak Park as said corner is shown on said Maps and Surveys 7, page 28, the coordinates of said point of beginning being North $381,212.25$ and East $2,052,036.77$; thence N. $25^\circ 00' 40"$ E. along the lot line common to Lot 7 and Lot 11 for a distance of 227.00 feet; thence N. $65^\circ 21' 20"$ W. 726.0 feet; thence S. $25^\circ 00' 40"$ W. 300.00 feet; thence S. $65^\circ 21' 20"$ E. 726.00 feet; to a point on the line common to Lots 11 and 6; thence N. $25^\circ 00' 40"$ E. along said line for a distance of 73.00 feet to the point of beginning, containing 3.00 acres of land more or less.

Also excepting therefrom: All that portion thereof that lies Northerly and Westerly of the center line of Cache Creek as said center line would exist under natural conditions.

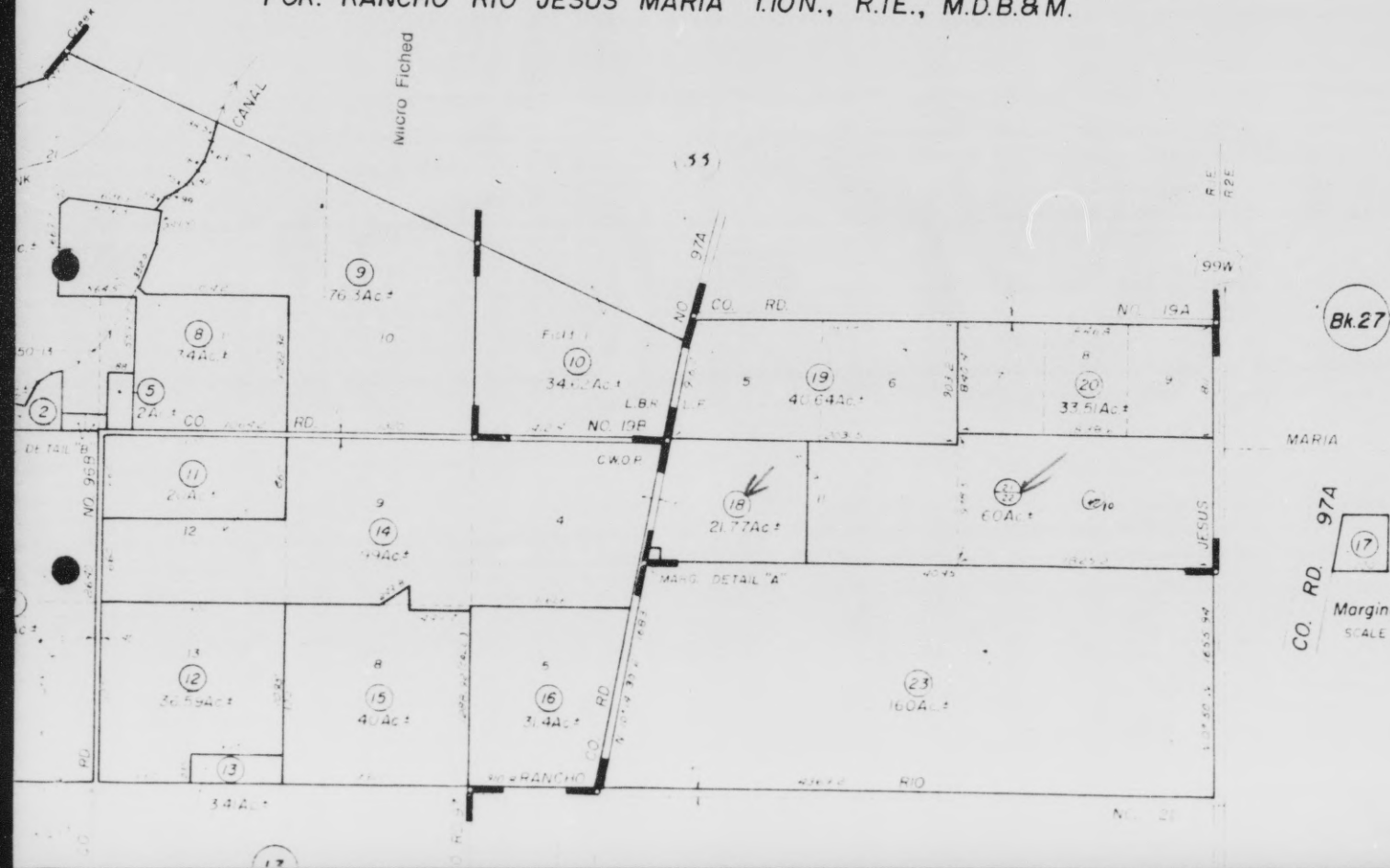
Parcel 2. All that certain real property situate in the County of Yolo, State of California, more particularly described as follows, to wit:

The West half of Lot 11, of Lowlands Farm Subdivision as said lot is delineated and so designated on that certain map entitled "Lowland Farm Subdivision", filed for record in Book 3 of Maps, at page 17, Yolo County Records.

Excepting therefrom the following described: Commencing at the southwest corner of Lot 11, Lowlands Farm Subdivision, as said lot is delineated and so designated on that certain map or plat entitled Lowlands Farm Subdivision, filed for record in Book 3 of maps, page 17, Yolo County Records, and running thence easterly along the said south line of said Lot 11, thence north one hundred (100) feet to a point, thence Westerly and parallel with the south line of said Lot 11 to the west line of said Lot 11, thence southerly along the west line of said Lot 11 to the point of beginning, and being a portion of Lot 11, Lowlands Farm Subdivision as said lot is delineated and so designated on that certain map or plat entitled Lowlands Farm Subdivision, filed for record in Book 3 of Maps, page 17, Yolo County Records.

Parcel 3. All that certain real property situate in the County of Yolo, State of California, more particularly described as follows, to wit:

All of Lot 10, and the East half of Lot 11, of Lowland Farms Subdivision, according to the office plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1914, in Book 3 of Maps, at page 17.





1 AGREEMENT NO. 74-29

2 (Amendment to Joint Exercise
3 of Powers Agreement)

4 THIS AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT dated
5 this 23rd day of January, 1974, by and between the YOLO-SOLANO
6 AIR POLLUTION CONTROL DISTRICT, a unified air pollution control
7 district, hereinafter referred to as DISTRICT, and the COUNTY OF
8 YOLO, a political subdivision of the State of California, herein-
9 after referred to as COUNTY,

10 W I T N E S S E T H:

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11
12 RECITALS:

- 13 1. DISTRICT and COUNTY have entered into a Joint Exercise of
14 Powers Agreement dated the 10th day of July, 1972, Yolo County
15 Agreement No. 72-185.
16 2. DISTRICT and COUNTY desire to modify the terms of that agree-
17 ment to provide for the lease of office space by DISTRICT.

18 AGREEMENTS:

- 19 1. Paragraph 3 of said Agreement No. 72-185 is hereby amended to
20 read as follows:

21 "3. COUNTY agrees to provide without charge such
22 office and housing space for the normal opera-
23 tions of DISTRICT as may from time to time be
24 available to COUNTY, and DISTRICT agrees to
25 provide for such additional office or housing
26 space at its expense as may be required for
27 its operations."

- 28 2. In all other respects, the terms and conditions of said Yolo
29 County Agreement No. 72-185 are ratified and confirmed.

30 IN WITNESS WHEREOF, the parties hereto have executed
31 this agreement the day and year first above written.

32 /////

YOLO-SOLANO AIR POLLUTION CONTROL
DISTRICT, a unified air pollution
control district

BY *Robert Scofield*
ROBERT SCOFIELD, Chairman of the
Governing Board

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COUNTY OF YOLO, a political subdivi-
sion of the State of California

BY *W. E. Henigan*
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *Barbara A. Rolness*
DEPUTY

(SEAL)